



Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

Shawn Leininger
City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107

**Re: Former Lakewood Hospital
Covenant
Approvals
Voluntary Action Program
Franklin County
218003483001**

**Subject: Issuance of Covenant Not to Sue for the Former Lakewood Hospital
Property, (20NFA760)**

Dear Mr. Leininger:

I am pleased to inform you that on November 30, 2021, the Director of the Ohio Environmental Protection Agency ("Director") issued a Covenant Not to Sue ("CNS") to the City of Lakewood for the Former Lakewood Hospital property, located at 14519 Detroit Avenue, Lakewood, Cuyahoga County, Ohio (the "Property"). The CNS was issued as Final Findings and Orders, pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300.

The CNS states that based on the NFA Letter, and subject to all conditions set forth in these Findings and Orders, including but not limited to the terms and conditions of the O&M Agreement, Ohio EPA hereby covenants not to sue and releases the City of Lakewood and its agents, employees, members, shareholders, officers, directors, successors and assigns, and successors and assigns of the Property, from all civil liability to the State of Ohio to perform additional investigational and remedial activities. The covenant not to sue and release of liability applies to the Property that has undergone a Phase I or Phase II property assessment in compliance with ORC Chapter 3746 and OAC Chapter 3745-300, or has been the subject of remedial activities conducted under ORC Chapter 3746 and OAC Chapter 3745-300, to address a release of hazardous substances or petroleum, and the assessment or the remedial activities demonstrate or result in compliance with applicable standards.

Enclosed is the CNS and its exhibits for the required recording of the CNS documents in the same manner as a deed for the Property, as instructed by the CNS "Conditions and Limitations" section. The enclosed letter to the recorder's office should also be presented to the recorder's office staff to explain the required recording.

Further, enclosed is the Environmental Covenant for the CNS. The Environmental Covenant must also be recorded in the same manner as a deed to the Property (see the CNS "Conditions and Limitations"). Please record the Environmental Covenant just

prior to and separate from the CNS recording in the Property's chain of title. The CNS becomes effective on the date of the recording of the Environmental Covenant. For questions on the recording of these documents, please contact Clint White with the Ohio EPA Legal Office at (614) 644-3037.

Remember to send Ohio EPA a complete copy of each recorded document that shows the recorder's date-stamp and recorded location. Documents may be sent by email (preferred) or mail to the attention of Angela Edwards, DERR Records Management Officer, at the following address:

Ohio EPA – Division of Environmental Response and Revitalization
Voluntary Action Program
50 W. Town St., Suite 700
Columbus, OH 43215
Email: records@epa.ohio.gov

OAC 3745-300-03 authorizes Ohio EPA to charge for the actual costs that it may incur related to site-specific activities, such as the monitoring of compliance with obligations under the CNS, Operation and Maintenance Agreement or Plan, Risk Mitigation Plan, or Environmental Covenant, including review of the submitted reports. This Agency will send a separate correspondence to provide the number of the account established for the Property and to ask for verification of the billing information.

This action of the Director is final and may be appealed to the Environmental Review Appeals Commission ("Commission") pursuant to ORC 3745.04. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of \$70.00, made payable to "Treasurer, State of Ohio", which the Commission, in its discretion, may reduce if by affidavit it is demonstrated that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days after the appeal is filed with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Commission at the following address: Environmental Review Appeals Commission, 30 East Broad Street, 4th Floor, Columbus, Ohio 43215.

Congratulations on the issuance of this CNS. Many persons within the agency, the City of Lakewood, and Brownfield Restoration Group, among others, worked hard to remove the environmental barriers associated with redeveloping this property. If you have any questions or concerns, feel free to contact me at (614) 644-2924 or via e-mail at lisa.shook@epa.ohio.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Shook" followed by a flourish.

Lisa Shook
Manager, Voluntary Action Program
Division of Environmental Response and Revitalization

Enclosure

cc: Jim Smith, Certified Professional, Brownfield Restoration Group, LLC,
JimSmith@BRGroupLLC.com

Heather Richardson, Esq., Thompson Hine LLP,
heather.richardson@thompsonhine.com

Rachael Dininger, DERR-CO

Clint White, Legal Office
records@epa.ohio.gov

1. A No Further Action Letter, No. 20NFA760 (the “NFA Letter”), issued by the CP on January 15, 2020, and was received on June 29, 2020, to the Director under the Voluntary Action Program on behalf of the City of Lakewood (the “Volunteer”), by Jim Smith, a certified professional, No. CP121, as defined in ORC 3746.01(F) and OAC 3745-300-01(A) (the “Certified Professional”).
2. The Certified Professional issued the NFA Letter by his CP affidavit on January 15, 2021. The Certified Professional also submitted addenda to the NFA Letter, which was received on October 9, 2020, and March 31, 2021. For the purposes of these Findings and Orders, the term “NFA Letter” includes the addenda.
3. The NFA Letter describes the investigational and remedial activities undertaken at the approximately 5.62-acre property, formerly known as the Lakewood Hospital Property, located at 14519 Detroit Avenue, Lakewood, Ohio (the “Property”). An exact legal description of the Property is attached hereto as Exhibit 1. A property

location map is attached hereto as Exhibit 2. Based on information in the NFA Letter, the Property is owned by the City of Lakewood.

4. The Certified Professional prepared pursuant to OAC 3745-300-13 an Executive Summary of the NFA Letter, which is attached hereto as Exhibit 3.

Summary of the voluntary action for the Property

5. Based upon the information in the NFA Letter, the Volunteer undertook the following investigational and remedial activities regarding the Property:
 - a. A Phase I Property Assessment pursuant to OAC 3745-300-06, to determine whether there is any reason to believe that a release of hazardous substances or petroleum has or may have occurred on or from the Property.
 - b. A Phase II Property Assessment pursuant to OAC 3745-300-07, including but not limited to investigations of identified areas and affected media at the Property, to assess environmental conditions related to releases of hazardous substances and/or petroleum.
 - c. Activity and use limitations, as described in a proposed Environmental Covenant pursuant to ORC 5301.80 to 5301.92, subject to execution by the Director and recording as described in these Findings and Orders. In general, the activity and use limitations will: i) limit the Property to certain allowable land uses, including restricted residential use, commercial use, or industrial use, or combination of these uses; ii) prohibit the extraction and use of ground water underlying the Property for purposes other than as specified; iii) limit occupancy of any building in the 2.09-acre Restricted Area at the Property until a remedy addressing vapor intrusion is in place and maintained as an engineering control or a demonstration made that applicable vapor intrusion standards are met; and iv) require operation and maintenance of engineering controls, if any, at the Property.
 - d. Engineering controls, as described in an Operation and Maintenance ("O&M") Plan pursuant to OAC 3745-300-11 that provides for engineering control operation, maintenance, inspection, reporting and other requirements to ensure long-term protectiveness. The engineering controls consist of: i) the Curtis Block Building floor slab, ii) the vapor mitigation systems within the engineering control area, and iii) the storm water treatment system. The O&M Plan provides a process to verify effective implementation of new engineering controls used with future buildings at the Property.
 - e. Risk mitigation measures, as described in a Risk Mitigation Plan ("RMP")

pursuant to OAC 3745-300-11, providing protection for workers performing construction or excavation activities at the Property.

- f. Other remedial activities, conducted under OAC 3745-300-11 or other applicable law, including the removal of tetrachloroethylene (PCE) impacted soils in IA-1 that exceeded residential generic numerical direct-contact soil standards.
 - g. A demonstration that the Property complies with applicable standards based on the remedial activities for the identified chemicals of concern ("COCs") in the identified areas at the Property and in affected media. The demonstration was made using generic numerical standards, a property-specific risk assessment, and a ground water protection demonstration.
- 6. The Certified Professional has verified by affidavit that the voluntary action was conducted and the NFA Letter was issued for the Property in accordance with ORC Chapter 3746 and OAC Chapter 3745-300, that the Property is eligible for the Voluntary Action Program, and that the voluntary action was conducted in compliance with all applicable federal, state and local laws and regulations.
- 7. At the time that analyses were performed, EA Group and Pace Analytical were certified laboratories No(s).CL0015 and CL101, respectively, as defined in ORC 3746.01(E) and OAC 3745-300-01(A), whose services were used in support of the NFA Letter.
- 8. The Environmental Covenant will be recorded in the same manner as a deed to the Property with Cuyahoga County as described in the Environmental Covenant and Order No. 2 herein. A copy of the executed Environmental Covenant is attached hereto as Exhibit 4. The Environmental Covenant upon recording will:
 - a. Limit the Property to commercial land use, industrial land use, or restricted residential land use as those terms are defined in OAC 3745-300-01(C)(12), (I)(9), and (R)(14), respectively (effective October 17, 2019).
 - b. Prohibit the extraction or use of ground water underlying the Property for any purpose, except for the investigation, monitoring or remediation of the ground water or in conjunction with construction or excavation activities or maintenance of subsurface utilities.
 - c. Prohibit building occupancy until further investigation or remediation obligations are completed, as described by the Environmental Covenant, for any building in the Restricted Area on the Property.
 - d. Require operation and maintenance of each engineering control used to comply with applicable standards at the Property.

9. Regarding the O&M Plan activities, Ohio EPA and the City of Lakewood have entered into an O&M Agreement, which incorporates by reference the O&M Plan and allows for O&M Plan modifications, in part to mitigate or eliminate human exposure to COCs from releases on or from the Property. The O&M Agreement is attached hereto as Exhibit 5 and incorporated by reference herein.
10. The Risk Mitigation Plan (RMP) dated January 9, 2020, was developed pursuant to OAC 3745-300-11. The RMP is attached hereto as Exhibit 6 and incorporated by reference herein. The implementation of the RMP is necessary to mitigate or eliminate human exposure to COCs in order to comply with applicable standards, during construction or excavation activities in the area of the Property shown in Figure 3 of the RMP.

Applicable Standards

11. Based on the information contained in the NFA Letter and all conditions set forth in these Findings and Orders, the Property meets the applicable standards contained in ORC Chapter 3746 and OAC Chapter 3745-300 for various uses including restricted residential, commercial, and industrial land uses and restricted ground water use. The applicable standards for the Property are those in effect when the NFA Letter was issued on January 15, 2020. The applicable standards, the methods of achieving compliance with the standards, and the associated points of compliance for the standards for each complete exposure pathway, are identified in the NFA Letter or by applicable law. The standards include one or more of the following:
 - a. Generic numerical standards determined in accordance with OAC 3745-300-08.
 - b. Property-specific risk assessment standards developed in accordance with OAC 3745-300-09.
 - c. Background standards determined in accordance with ORC 3746.06(A) and OAC 3745-300-07(H).
 - d. Standards for residential (potable) use of ground water underlying the Property, applied in accordance with ORC 3746.06(B) and OAC 3745-300-07(F).
12. Based on the remedies identified in this paragraph, the Property complies with applicable standards. Failure of one or more remedial activities may constitute noncompliance with applicable standards. The remedies include:
 - a. The activity and use limitations set forth in the Environmental Covenant

attached hereto, which once recorded will limit the Property to commercial, industrial, or restricted residential land uses; prohibit the extraction or use of ground water; limit building occupancy without further investigation or remedy; and require the operation and maintenance of engineering controls, if any, at the Property.

- b. The engineering controls and associated activities set forth in the O&M Plan and the O&M Agreement attached hereto, which mitigate COC exposure from volatilization from soil and ground water to indoor air, prevent soil leaching to ground water, and prevents storm water from leaving the property above applicable standards.
 - c. The risk mitigation measures implemented under the RMP attached hereto, which mitigate exposure to COCs in soil, ground water, and soil vapor for construction and excavation activities.
13. Remedy changes may be undertaken or documented in accordance with OAC 3745-300-11. Documentation of new or revised remedies may be reviewed as an Ohio EPA public record. (Many public records are available to download from Ohio EPA's eDocument search engine page.) Any new or modified activity and use limitation would be established under an environmental covenant recorded in the same manner as a deed for the Property.
14. Pursuant to ORC 3746.12(A), the Director of Ohio EPA is authorized to issue a covenant not to sue for the Property through these Findings and Orders. Based on the NFA Letter and subject to all conditions set forth in these Findings and Orders, the remedial activities conducted for the Property are protective of public health and safety and the environment.

ORDERS

Covenant

1. Based on the NFA Letter, and subject to all conditions set forth in these Findings and Orders, including but not limited to the terms and conditions of the O&M Agreement, Ohio EPA hereby covenants not to sue and releases the City of Lakewood and its agents, employees, members, shareholders, officers, directors, successors and assigns, and successors and assigns of the Property, from all civil liability to the State of Ohio (the "State") to perform additional investigational and remedial activities. This covenant not to sue and release of liability ("Covenant") applies to the Property that has undergone a Phase I or Phase II property assessment in compliance with ORC Chapter 3746 and OAC Chapter 3745-300 or has been the subject of remedial activities conducted under ORC Chapter 3746 and OAC Chapter 3745-300 to address a release of hazardous substances or petroleum, and the assessment or the remedial activities demonstrate or result in

compliance with applicable standards.

Conditions and Limitations

Effectiveness of the Covenant— Recording of the Environmental Covenant

2. The Covenant provided in Order No. 1 herein shall become effective upon the date the Environmental Covenant is recorded in accordance with this Order. The Environmental Covenant shall be filed as a document separate from the filing required by Order No. 3 herein. Within thirty (30) days after the issuance of these Findings and Orders, the City of Lakewood shall:
 - a. File with the Cuyahoga County Recorder's Office for recording, in the same manner as a deed to the Property pursuant to ORC 3746.14 and 5301.88, the Environmental Covenant as executed and attached hereto as Exhibit 4. The document for recording may be an executed original or a copy of the same authenticated by Ohio EPA; and
 - b. Submit to Ohio EPA a copy of the recorded Environmental Covenant that shows the filing date stamp of the Cuyahoga County Recorder's Office or other reliable information that verifies the recording of the document in accordance with this Order. The submission shall include a cover letter that identifies "*Recorded - Environmental Covenant for Former Lakewood Hospital Property, NFA Letter No. 20NFA760.*" The submission shall be delivered by U.S. mail or by other reliable means to the DERR Records Management Officer at Ohio EPA's Central Office, 50 West Town Street, P.O. Box 1049, Columbus, OH 43216-1049, or at records@epa.ohio.gov.

Requirement to Record These Findings and Orders / Covenant Not to Sue

3. Within thirty (30) days after the issuance of these Findings and Orders, the City of Lakewood shall:
 - a. File with Cuyahoga County Recorder's Office, for recording in the same manner as a deed to the Property pursuant to ORC 3746.14, a copy of these Findings and Orders, including Exhibits 1 (Legal Description), 2 (Property Location Map) and 3 (Executive Summary).
 - b. Submit to Ohio EPA a copy of the Findings and Orders that shows the filing date stamp of the Cuyahoga County Recorder's Office or other reliable information that verifies the recording of the Findings and Orders in accordance with this Order. The submission shall include a cover letter that identifies "*Recorded - Covenant Not to Sue for NFA Letter No. 20NFA760.*" The submission shall be delivered by U.S. mail or by other reliable means to the DERR Records Management Officer at Ohio EPA's Central Office,

50 West Town Street, P.O. Box 1049, Columbus, OH 43216-1049, or at
records@epa.ohio.gov.

O&M Agreement – Required Notification When Transfer Property or Assign
Covenant

4. Pursuant to ORC 3746.12(A)(2) and the O&M Agreement, the City of Lakewood or Transferee under the Agreement, if any, shall notify the Director of each transfer or assignment of the Property or any portion of the Property or of the Covenant within fourteen days. The notice to Ohio EPA shall include a cover letter that identifies "*Notice of Conveyance pursuant to ORC 3746.12(A)(2) - NFA Letter No. 20NFA760.*" The notice shall be delivered by U.S. mail or by other reliable means to the DERR Records Management Officer at Ohio EPA's Central Office, 50 West Town Street, P.O. Box 1049, Columbus, OH 43216-1049, or at records@epa.ohio.gov.

Risk Mitigation Plan – Required Compliance and Annual Notification

5. Pursuant to ORC 3746.12(A) and OAC 3745-300-11, the Covenant provided in Order No. 1 of these Findings and Orders is conditioned on compliance with the RMP or an approved new or modified RMP pursuant to that rule. The Covenant is also conditioned on Ohio EPA's receipt of a notification regarding the RMP, as attached hereto and referenced in the Findings herein. This condition in no way supersedes any separate notification requirement included in the RMP (i.e., notice to contractors).
 - a. Notifications shall be submitted annually, by: March 1 for the reporting period of January 1 to December 31 of each year after the effective date of these Findings and Orders, beginning with March 1, 2022.
 - b. Each notification shall be submitted under affidavit by the person(s) who have knowledge of RMP implementation for the applicable notification period. The notification shall address:
 - i. Whether implementation of the RMP occurred during the notification period; and
 - ii. The events that required the implementation of the RMP, the exposures to contaminated environmental media that may have occurred, and the risk mitigation measures that were undertaken in accordance with the RMP.
 - c. The submission shall include a cover letter that identifies "*Risk Mitigation Plan Annual Notification for NFA Letter No.20NFA760.*" The submission shall be delivered by U.S. mail or by other reliable means to the DERR

Records Management Officer at Ohio EPA's Central Office, 50 West Town Street, P.O. Box 1049, Columbus, OH 43216-1049, or at records@epa.ohio.gov.

Covenant Revoked if Engineering Control Not Maintained or Reinstated

6. Pursuant to ORC 3746.12(A)(2)(c), if any engineering control, including but not limited to the floor slab in the Curtis Block Building, vapor mitigation systems, and storm water treatment system is violated or is no longer in place and results in the remedy being no longer protective of public health or safety or the environment, and the City of Lakewood or other person has not reinstated the control within a reasonable time period as determined in accordance with the O&M Agreement or following written notice of non-compliance from Ohio EPA, the Covenant is revoked.

Limits of Covenant

7. Pursuant to ORC 3746.12(B)(1), the Covenant shall remain in effect for as long as the Property continues to comply with the applicable standards upon which the Covenant is based, as referenced in these Findings and Orders.
 - a. Compliance with standards requires the effective performance of the remedial activities set forth in the O&M Plan and the RMP, as applicable, and additional or changed remedies as documented in Ohio EPA's public record or in an instrument recorded in the same manner as a deed for the Property.
 - b. Upon a finding pursuant to ORC 3746.12(B)(2) that the Property or portion thereof no longer complies with applicable standards upon which issuance of the Covenant was based and receipt of the Director's notice of that fact and the requirements of ORC 3746.12(B)(3), the person(s) responsible for maintaining compliance with those standards shall receive an "opportunity to cure" the noncompliance.
 - c. ORC 3746.12(B)(4) provides for revocation of the Covenant upon a Director's finding that the noncompliance has not been cured.
8. Pursuant to ORC 3746.05, any use of the Property that does not comply with the institutional controls identified herein (i.e., the activity and use limitations contained in the Environmental Covenant), makes the covenant voidable at the discretion of the Director.
9. The Covenant shall not apply to releases of hazardous substances or petroleum that occur after the issuance of the NFA Letter, including but not limited to, releases of asbestos that may occur from asbestos-containing materials remaining at the

Property that were not abated or not required to be abated pursuant to OAC Chapter 3745-20.

10. The Covenant shall not apply:
 - a. To claims for natural resource damages the State may have pursuant to Sections 107 or 113 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9607 and 9613, as amended.
 - b. To claims the State may have pursuant to Section 107 of CERCLA, 42 U.S.C. 9607, as amended, for costs other than those for damages to natural resources, provided that the State incurs those other costs as a result of an action by the United States Environmental Protection Agency.
 - c. As otherwise specifically provided in ORC Chapter 3746, including but not limited to obligations arising under other applicable laws.
11. Nothing in the Covenant limits the authority of the Director to act under ORC 3734.13 and 3734.20 to 3734.23.
12. Nothing in the Covenant limits the authority of the Director to request that a civil action be brought pursuant to the ORC or common law of the State to recover the costs incurred by Ohio EPA for investigating or remediating a release or threatened release of hazardous substances or petroleum at or from the Property, when the Director determines that the release or threatened release poses an imminent and substantial threat to public health or safety or the environment.
13. Nothing in the Covenant shall be construed to limit or waive the Director's authority to revoke the Covenant in response to any of the circumstances for revocation of a covenant, as provided in ORC Chapter 3746 and OAC Chapter 3745-300.

Ohio EPA Oversight and Access to Property

14. Pursuant to ORC 3746.21 or 3746.171 and the Environmental Covenant, and at reasonable times, upon proper identification, and stating the necessity and purpose as directed by applicable law, authorized representatives of the Director shall be granted access to the Property for the inspection or investigation purposes authorized under applicable law. Such purposes may include but are not limited to conducting an audit of the NFA letter and determining whether the Property is being used in compliance with the activity and use limitations contained in the Environmental Covenant.

Transfer

15. Pursuant to ORC 3746.14 and OAC 3745-300-13, the NFA Letter and the Covenant Not to Sue/Findings and Orders may be transferred to any person by assignment or in conjunction with the acquisition of title to the Property.

IT IS SO ORDERED:



Laurie A. Stevenson, Director
Ohio Environmental Protection Agency



Date

Director's Final Findings & Orders — Covenant Not to Sue

Former Lakewood Hospital Property
Page 11

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that she did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 30th day of November, 2021.



WILLIAM R. DAMSCHRODER
Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

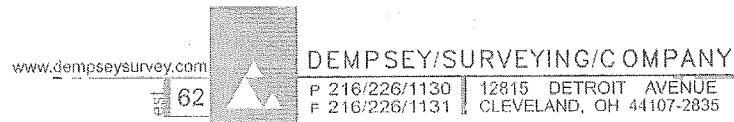
William R. Damschroder
Notary Public

This instrument prepared by:

William Damschroder, Supervising Attorney
Ohio EPA Legal Office
P.O. Box 1049
Columbus, Ohio 43216-1049

Exhibit 1
Legal Description

Environmental Covenant
Former Lakewood Hospital
Attachment A – Property Legal Description and Plat Exhibit



LEGAL DESCRIPTION
Former Lakewood Hospital Property

Situated in the City of Lakewood, County of Cuyahoga, and State of Ohio, and known as being part of Original Rockport Township Section No. 22, further known as being Sublot Nos. 242 and 243 in the Genck Realty Company's Lakewood Subdivision as shown by the recorded plat in Volume 35 of maps, Page 26 of Cuyahoga County Records; the Map of Survey and Replat for Lakewood Hospital as shown by the recorded plat in Volume 228 of Maps, Page 59 of Cuyahoga County Records; Parcel "A" in the Lot Consolidation for the City of Lakewood as shown by the recorded plat in Volume 310 of Maps, Page 66 of Cuyahoga County Records; and Parcel "A" in the Lot Consolidation for the City of Lakewood as shown by the recorded plat in Volume 310 of Maps, Page 67 of Cuyahoga County Records, said premises being more particularly bounded and described as follows:

BEGINNING at the intersection of the southeasterly line of Detroit Avenue, 66 feet wide, and the easterly line of Belle Avenue, of variable width;

Course No. 1: Thence North 84 degrees 52 minutes 10 seconds East along the southeasterly line of Detroit Avenue, a distance of 286.28 feet to its intersection with the westerly line of Marlowe Avenue, 60 feet wide;

Course No. 2: Thence South 00 degrees 43 minutes 37 seconds East along the westerly line of Marlowe Avenue, a distance of 767.67 feet to a southeasterly corner of Parcel "A" in the aforementioned Volume 310 of Maps, Page 67 of Cuyahoga County Records;

Course No. 3: Thence South 89 degrees 16 minutes 23 seconds West along a southerly line of said Parcel "A", a distance of 122.37 feet to an internal corner thereof;

Course No. 4: Thence South 00 degrees 08 minutes 06 seconds West along an easterly line of said Parcel "A", a distance of 91.49 feet to a southeasterly corner thereof;

Course No. 5: Thence North 90 degrees 00 minutes 00 seconds West along a southerly line of said Parcel "A", a distance of 187.29 feet to its intersection with the easterly line of the aforementioned Belle Avenue;

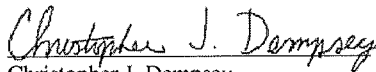
Course No. 6: Thence North 00 degrees 00 minutes 00 seconds West along the easterly line of said Belle Avenue, a distance of 641.64 feet to an angle therein;

Course No. 7: Thence North 19 degrees 03 minutes 57 seconds East along the easterly line of said Belle Avenue, a distance of 45.92 feet to an angle therein;

Course No. 8: Thence North 00 degrees 00 minutes 00 seconds West along the easterly line of said Belle Avenue, a distance of 150.01 feet to the Principal Place of Beginning and containing 5.6254 Acres (245044 Square Feet) of land, as describe from record information by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on January 8, 2020.

Bearings are based on North 00 degrees 00 minutes 00 seconds West as the westerly line of Belle Avenue, as shown in Volume 228 of Maps, Page 59 of Cuyahoga County Records.

Note: This legal description and the accompanying exhibit are to be used for environmental purposes only, and are not to be used to convey real property.


Christopher J. Dempsey
Professional Land Surveyor No. 6914

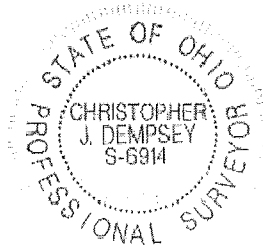
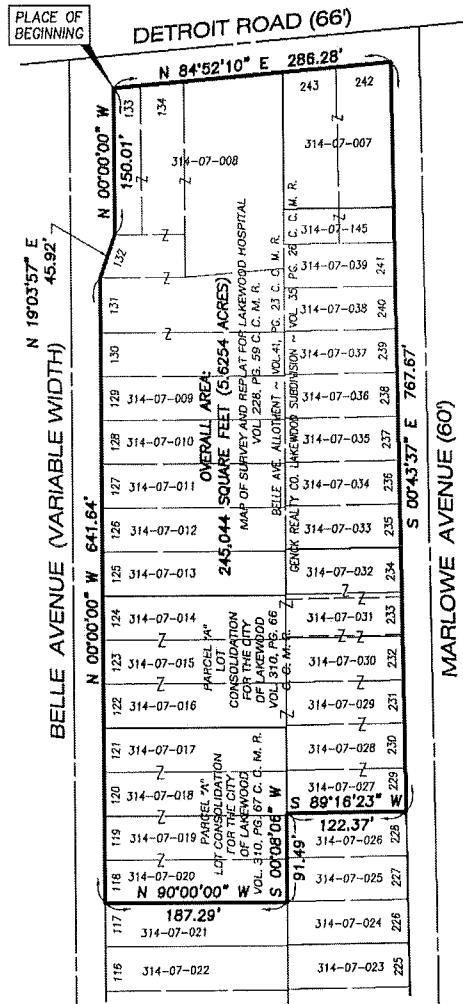


EXHIBIT OF FORMER LAKEWOOD HOSPITAL PROPERTY

SITUATED IN THE CITY OF LAKEWOOD, COUNTY OF CUYAHOGA, AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL ROCKPORT TOWNSHIP SECTION No. 22, FURTHER KNOWN AS BEING SUBLOT Nos. 242 AND 243 IN THE GENCK REALTY COMPANY'S LAKEWOOD SUBDIVISION AS SHOWN BY THE RECORDED PLAT IN VOLUME 35 OF MAPS, PAGE 26 OF CUYAHOGA COUNTY RECORDS; THE MAP OF SURVEY AND REPLAT FOR LAKEWOOD HOSPITAL AS SHOWN BY THE RECORDED PLAT IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS; PARCEL "A" IN THE LOT CONSOLIDATION FOR THE CITY OF LAKEWOOD AS SHOWN BY THE RECORDED PLAT IN VOLUME 310 OF MAPS, PAGE 68 OF CUYAHOGA COUNTY RECORDS; AND PARCEL "A" IN THE LOT CONSOLIDATION FOR THE CITY OF LAKEWOOD AS SHOWN BY THE RECORDED PLAT IN VOLUME 310 OF MAPS, PAGE 67 OF CUYAHOGA COUNTY RECORDS



NOTE: THIS EXHIBIT AND THE ACCOMPANYING LEGAL DESCRIPTION ARE TO BE USED FOR ENVIRONMENTAL PURPOSES ONLY, AND ARE NOT TO BE USED TO CONVEY REAL PROPERTY.

TITLE TO THE SUBJECT PREMISES CURRENTLY VESTED IN CITY OF LAKEWOOD, OHIO, A MUNICIPAL CORPORATION BY THE FOLLOWING INSTRUMENTS RECORDED IN CUYAHOGA COUNTY RECORDS:

- (PPN 314-07-008): VOL. 3985, PG. 177
- (PPN 314-07-009): VOL. 5186, PG. 610
- (PPN 314-07-037): VOL. 6211, PG. 152
- (PPN 314-07-038): VOL. 6497, PG. 173
- (PPN 314-07-010): VOL. 6497, PG. 642
- (PPN 314-07-036): VOL. 6498, PG. 210
- (PPN 314-07-012): VOL. 6498, PG. 212
- (PPN 314-07-011): VOL. 6498, PG. 213
- (PPN 314-07-039): VOL. 6801, PG. 148
- (PPN 314-07-035): VOL. 6802, PG. 367
- (PPN 314-07-145): VOL. 6806, PG. 88
- (PPN 14-07-033): VOL. 6808, PG. 512
- (PPN 314-07-014): VOL. 9915, PG. 162
- (PPN 314-07-013): VOL. 10167, PG. 418
- (PPN 314-07-032): VOL. 11802, PG. 765
- (PPN 14-07-031): VOL. 11650, PG. 109 (1/2 interest); VOL. 11650, PG. 111 (1/2 interest);
- (PPN #314-07-030): VOL. 11826, PG. 221
- (PPN 314-07-015): VOL. 11900, PG. 729 (1/2 interest); VOL. 11900, PG. 731 (1/2 interest);
- (PPN 314-07-029): VOL. 15613, PG. 795
- (PPN 314-07-018): VOL. 15621, PG. 83
- (PPN 314-07-020): VOL. 83-267, PG. 899
- (PPN 314-07-017): VOL. 83-292, PG. 28
- (PPN 314-07-019): VOL. 84-1170, PG. 62
- (PPN 314-07-018, 314-07-027 & 314-07-028): AFN 200101260807
- (PPN 314-07-007): AFN 201602230181
- (PPN 314-07-034): VOL. 6497, PG. 17

THIS DRAWING IS BASED ON CUYAHOGA COUNTY RECORD INFORMATION ONLY. NO FIELD SURVEY HAS BEEN PERFORMED BY DEMPSEY SURVEYING COMPANY IN ITS PREPARATION. BEARINGS ARE BASED ON NORTH 00°00'00" WEST AS THE WESTERLY LINE OF BELLE AVENUE, AS SHOWN IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS.



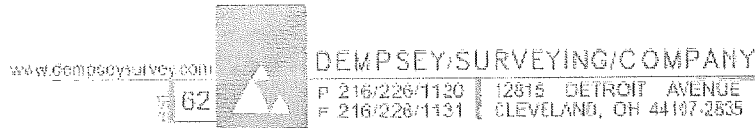
Christopher J. Dempsey
CHRISTOPHER J. DEMPSEY
PROFESSIONAL SURVEYOR NO. 6914
DATE: JANUARY 8, 2020



Environmental Covenant

Former Lakewood Hospital

Attachment B – Legal Description and Plat Exhibit of the 2.09-Acre Area of Property (which includes the Curtis Building) Subject to Engineering Controls



LEGAL DESCRIPTION

Portion of Former Lakewood Hospital Property subject to Vapor Intrusion Engineering Control

Situated in the City of Lakewood, County of Cuyahoga, and State of Ohio, and known as being part of Original Rockport Township Section No. 22, said premises being more particularly bounded and described as follows:

BEGINNING at the intersection of the southeasterly line of Detroit Avenue, 66 feet wide, and the westerly line of Marlowe Avenue, 60 feet wide;

Course No. 1: Thence South 00 degrees 43 minutes 40 seconds East along the westerly line of Marlowe Avenue, a distance of 492.93 feet to a point;

Course No. 2: Thence South 89 degrees 51 minutes 29 seconds West a distance of 201.11 feet to a point;

Course No. 3: Thence North 00 degrees 12 minutes 19 seconds West a distance of 414.72 feet to a point;


Course No. 4: Thence South 88 degrees 43 minutes 38 seconds East a distance of 83.71 feet to a point;

Course No. 5: Thence North 00 degrees 43 minutes 40 seconds West a distance of 70.34 feet to a point on the southeasterly line of the aforementioned Detroit Avenue;

Course No. 6: Thence North 84 degrees 52 minutes 10 seconds East along the southeasterly line of said Detroit Avenue, a distance of 114.00 feet to the Place of Beginning and containing 2.0858 Acres (90,859 Square Feet) of land, as described from record information by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on February 2, 2021.

Bearings are based on North 00 degrees 00 minutes 00 seconds West as the westerly line of Belle Avenue, as shown in Volume 228 of Maps, Page 59 of Cuyahoga County Records.

Note: This legal description and the accompanying exhibit are to be used for environmental purposes only, and are not to be used to convey real property.


Christopher J. Dempsey
Professional Land Surveyor No. 6914

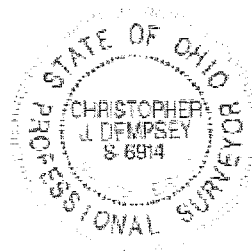
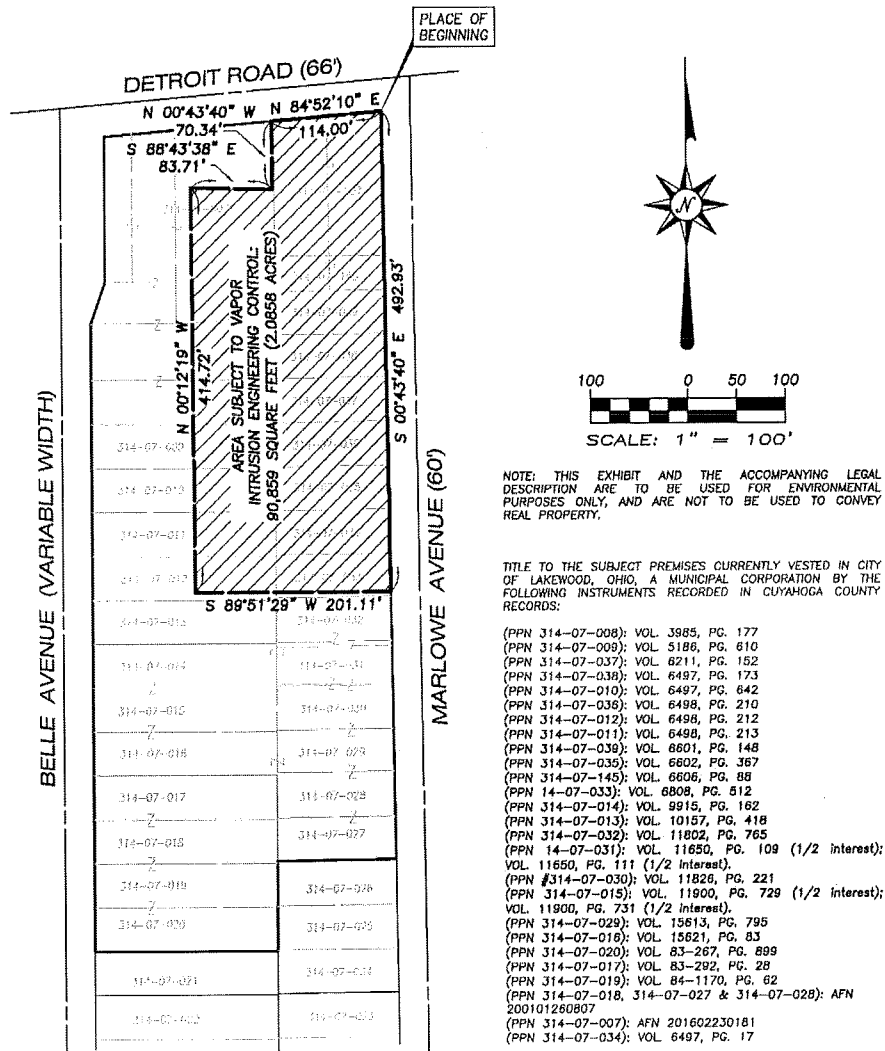
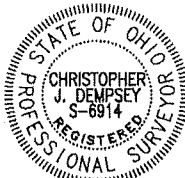


EXHIBIT OF
PORTION OF FORMER LAKEWOOD HOSPITAL PROPERTY
SUBJECT TO VAPOR INTRUSION ENGINEERING CONTROL
SITUATED IN THE CITY OF LAKEWOOD, COUNTY OF CUYAHOGA, AND STATE OF OHIO, AND
KNOWN AS BEING PART OF ORIGINAL ROCKPORT TOWNSHIP SECTION No. 22



Drawing File: W:\9500-9557\9557\9557 EXHIBIT R1.dwg Feb 02, 2021 - 9:25am



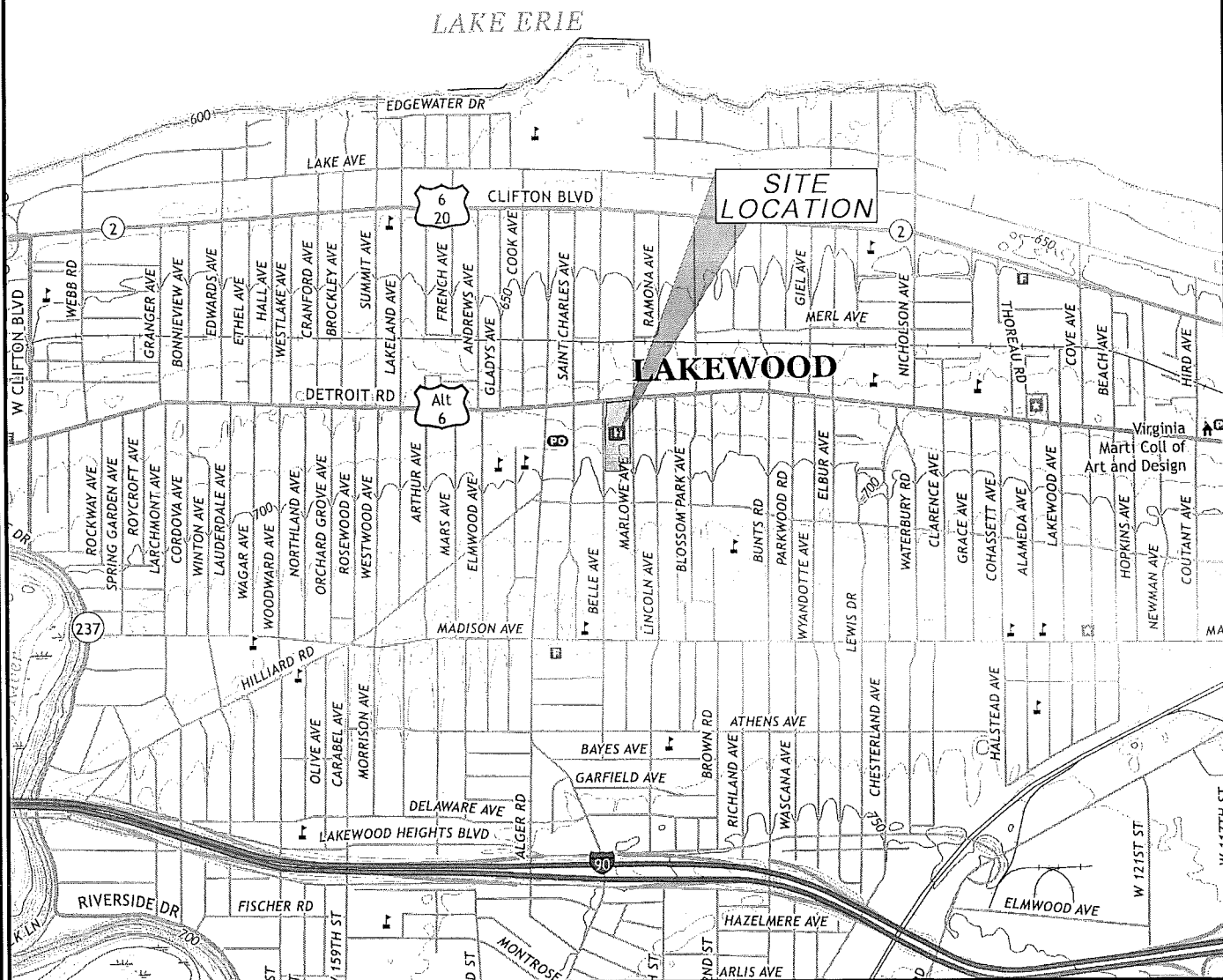
THIS DRAWING IS BASED ON CUYAHOGA COUNTY RECORD INFORMATION ONLY. NO FIELD SURVEY HAS BEEN PERFORMED BY DEMPSEY SURVEYING COMPANY IN ITS PREPARATION. BEARINGS ARE BASED ON NORTH 00°00'00" WEST AS THE WESTERLY LINE OF BELLE AVENUE, AS SHOWN IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS.

Christopher J. Dempsey
CHRISTOPHER J. DEMPSEY
PROFESSIONAL SURVEYOR NO. 6914
DATE: FEBRUARY 2, 2021

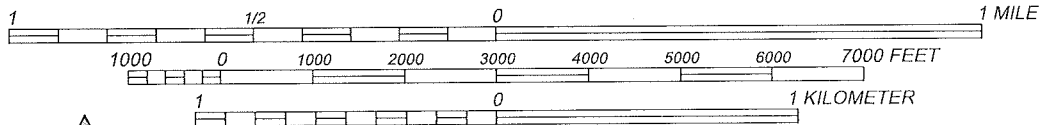


DEMPSEY SURVEYING COMPANY
P 216/225-1130 12815 DETROIT AVENUE
F 216/225-1131 CLEVELAND, OH 44107-2835

Exhibit 2
Property Location Map



SCALE 1:24,000



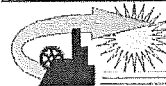
CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1988

GEOGRAPHIC COORDINATE-
LATITUDE: N. 41° 29' 02.49"
LONGITUDE: W. 81° 47' 46.83"
HORIZONTAL DATUM: NAD83



USGS 7.5 MINUTE SERIES (U.S. TOPO)
QUADRANGLE:

LAKEWOOD, OHIO 2016



**BROWNFIELD
RESTORATION
GROUP, LLC**

1000 S. Cleveland-Massillon Rd.
Suite 106
Akron, OH 44333
Phone: (330) 668-4600
Fax (330) 668-8464

Figure 1 - Site Location on U.S.G.S. Topographic Map

Lakewood Hospital
14519 Detroit Ave, Lakewood Ohio 44107

Prepared by: U.S.G.S. Date: October 2019 Project No. 18025

Exhibit 3
Executive Summary

EXECUTIVE SUMMARY FOR FILING

Property/subject of the NFA letter: Former Lakewood Hospital

Alias Property Names: Grace Hospital-Lakewood

14519 Detroit Avenue, Lakewood, Cuyahoga County, Ohio

Volunteer(s): City of Lakewood – 12650 Detroit Avenue, Lakewood, Ohio 44107

Property Owner(s): City of Lakewood – 12650 Detroit Avenue, Lakewood, Ohio 44107

NFA Letter and Executive Summary Issued by: Jim C. Smith, VAP Certified Professional, CP121, Brownfield Restoration Group, LLC, 1000 S. Cleveland-Massillon Road, Suite 106, Akron, Ohio 44333, (330) 668-4600 ext. 101.

The following is an executive summary of a No Further Action (NFA) letter for the above-mentioned Property. This executive summary serves as the recording document to meet the requirements of Ohio Revised Code (ORC) 3746.14(A)(1) and Ohio Administrative Code (OAC) 3745-300-13(E)(5) under Ohio's Voluntary Action Program (VAP). Copies of the NFA letter and request for Covenant Not to Sue (CNS) may be obtained by contacting the Ohio EPA – Division of Environmental Response and Revitalization, Central Office Records Management Officer at (614) 644-2924. A legal description of the approximately 5.62-acre property is included in the NFA letter.

Historical Uses of the Property

Historical documentation indicates that the Property was likely undeveloped, agricultural and residential land prior to 1900. A small hospital building occupied the north end of the Property as early as 1907. A larger hospital complex was constructed on the north-northwest portion of the Property by 1940, followed by several renovations and additions, especially in 1950, 1952, 1968, 1970, and 1982. The northeast corner of the Property supported residential and commercial use (e.g., apartments, office space, restaurant, hair salon, dry cleaner, industrial engraver, and window shade/glass cutting business). The facility has included petroleum USTs; two removed from the northern portion of the Property in 2018 and one removed from the western portion of the Property in 2010, with BUSTR NFAs in 2019 and 2010 respectively. Older floor plans document a laundry area in the basement on the east central portion of the Property, as well as a boiler house north-northwest of the laundry. The current owner of the Property is the City of Lakewood, who purchased the majority of the Property from the Lakewood Public Hospital Co. in 1931. The City of Lakewood bought the remaining parcels in 1960, 1983, and 2016.

Areas of Known or Suspected Contamination

Number of areas on this property that have known or suspected contamination: Four Identified Areas (IAs) were determined; however, the assessment was conducted property-wide to investigate the potential for contaminate migration.

The potential for contamination was investigated at areas of the site formerly characterized by diesel USTs (IA-2 and IA-3) and dry-cleaning operations (IA-4). A historic release of tetrachloroethene (commonly referred to as PCE and used during dry cleaning) was discovered during demolition of the former laundry

Ohio EPA-VAP form for NFA Letter and CNS request – Effective November 19, 2019

area of the hospital basement (IA-1). PCE contamination above applicable standards was determined to have been released from former hospital operations and dry-cleaning activities associated with IA-1 and IA-4. Targeted chemicals of concern included volatile organic compounds (VOCs), polyaromatic hydrocarbons (PAHs), and total petroleum hydrocarbons (TPH). Environmental media investigated includes soil, ground water, soil vapor, and indoor air. PCE was detected in soil above applicable direct contact soil standards (DCSS) and in ground water above unrestricted potable use standards (UPUS).

Are there any impacts to the property from another source?

- ☒ No, all contamination on or emanating from this property originated from this Property
☐ Yes, contamination from an off-property source has impacted this Property

If yes, provide a brief explanation:

Are there any known impacts from this Property to surrounding properties or waterways?

- ☒ No, contamination has not migrated off-property
☐ Yes – Provide a brief explanation:

The furthest downgradient on-Property monitoring well has concentrations of PCE above UPUS; however, the classification of the ground water (Class B) precludes concern for off-property migration of contaminated water above UPUS. The potential for off-Property vapor migration via ground water or other preferential migration conduits (e.g., sewers) was evaluated through sampling and analysis. Off-Property vapor intrusion is not considered a concern. The Property is determined to be protective of off-Property receptors.

Remedies Implemented to Ensure Property is Safe for Reuse

☒ Asbestos abatement – Explain: asbestos and universal wastes were abated from the hospital prior to demolition. Oversight of the abatement was performed by EA Group of Mentor, Ohio. No releases or environmental concerns were identified during abatement activities. The building remaining on the northeast corner of the property (i.e., Curtis Block Building) was not demolished and will require an asbestos survey and any necessary abatement prior to renovation or demolition.

☒ Property use restrictions – Explain: Ground water use below the entire Property will be prohibited with exception to de-watering during construction, monitoring, or remediation. Proposed future Inhabitable structures built in the northeastern portion of the Property generally characterized by IA-1 and IA-4 will be subject to implementation of engineering controls in order to achieve compliance with applicable standards through the vapor intrusion pathway (i.e., sub-slab depressurization systems to mitigate potential vapor intrusion from residual PCE). Storm water that comes into contact with residual PCE contamination within the area of the site that was subject to active remediation (IA-1 and IA-4) may become impacted. Storm water contaminated with residual PCE will be remediated prior to discharge through implementation of a carbon filtration system. Refer to Exhibit B of Environmental Covenant for location of the portion of the Property subject to engineering controls. It is proposed that the property will be redeveloped for mixed residential and commercial uses; therefore, in accordance with OAC 3745-300-01(R)(14), land use at the site will be restricted residential due to the site's reliance upon institutional and engineering controls for meeting applicable standards.

☒ Remedies subject to ongoing operation and maintenance (O&M), for example, under an O&M Plan Explain: Vapor intrusion mitigation engineering controls implemented on existing (i.e., Curtis Block building) and proposed inhabitable structures located within the northeastern portion of the Property generally characterized by IA-1, IA-4, and the footprint of the Curtis Block building will be subject to ongoing O&M under an O&M Plan (refer to Exhibit B of Environmental Covenant). As described within

Ohio EPA-VAP form for NFA Letter and CNS request – Effective November 19, 2019

the O&M Plan, routine inspection of the vapor mitigation systems (e.g., sub-slab depressurization system for future structures and existing floor slab vapor barrier of Curtis Block building), scheduled indoor air sampling and analysis, and annual EPA reporting will be required.

The existing floor slab of the Curtis Block building is designated as an infiltration barrier engineering control preventing leaching to ground water and potential excessive vapor intrusion risk to off-Property receptors from ground water. Routine O&M inspections will include verification that the existing floor slab of the Curtis Block building (or its replacement) continues to be effective for preventing infiltration to ground water.

Additionally, the potential exists for storm water that comes into contact with residual PCE contamination within the PCE-impacted portion of the site to become contaminated with PCE during site redevelopment activities. The location for potential storm water impacts from PCE at the Property coincides with the area of the property subject to vapor intrusion engineering controls (see Exhibit B of Environmental Covenant). Storm water that becomes impacted by PCE will be treated through a carbon filtration system prior to discharge to sanitary or storm water sewers. The O&M Plan describes implementing the filtration system for storm water management including daily/weekly inspections and filtration system influent, intermediary, and effluent sampling and analysis to document the effectiveness of the system's performance in removing PCE. It is anticipated that the storm water treatment system will no longer be required upon completion of the planned redevelopment construction activities at the site.

☒ Risk mitigation measures for construction or excavation activities – Explain: a risk-mitigation plan (RMP) will mitigate direct contact exposures to construction and excavation workers where pockets of environmental media containing residual concentrations of PCE may exist in areas of the Property affected by remedial activities (i.e., IA-1 and northern sewer laterals associated with IA-4). The RMP will be required to be implemented anytime excavation work occurs within portions of the Property where PCE contamination was found and remedial activities occurred to reduce contamination levels. The area of the Property subject to the RMP coincides with the area of the Property subject to engineering controls.

☒ Other remedial activities – Explain: PCE-impacted soil and shale were removed from areas of the Property characterized by IA-1 and sewer laterals located in IA-4 and disposed off-site at properly licensed facilities.

Contamination Remaining on the Property

The following contamination remains on the property but has been determined to meet applicable standards for the safe reuse of the property for its intended land use:

☒ Soil – Explain: Surficial PCE impacted materials and readily accessible materials determined to be contaminated (e.g., soil, gravel bedding and shale mud in sump pits and sewer chases and foundation debris) were removed from IA-1 and the sewer laterals to the top of the shale bedrock. However, the upper layer of the shale at some areas within the footprint of IA-1 and the sewer laterals associated with IA-4 was visually determined to be affected by PCE impact and the complete removal of all contaminated shale was not feasible during remediation. Following redevelopment of the site, shale impacted by residual PCE will be located approximately 15 feet below final grade, which is 5 feet below the typical residential soil direct contact point of compliance of 0 to 10 feet and well below the 0 to 2 feet direct contact point of compliance for commercial receptors. No remedies are needed to address direct contact exposure to future residential or commercial receptors. Potential exposures to construction workers from impacted materials during future site development will be mitigated through implementation of an RMP.

- ☒ Soil gas – Explain: Although soil vapor sampling and analysis demonstrates that applicable vapor intrusion risk goals are met, vapor sampling could not be conducted within the bedrock at areas of the site affected by residual PCE contamination. Areas of the Property characterized by shale impacted by residual PCE contamination (refer to Exhibit B of the Environmental Covenant) will be subject to vapor intrusion mitigation engineering controls and ongoing O&M.
- ☒ Ground water – Explain: Ground water below the property is contaminated by PCE above UPUS.; however, potential on-Property exposures to ground water will be eliminated through a property-wide activity and use limitation prohibiting ground water use as described within the Environmental Covenant.
- ☒ Other (if applicable) – Explain: Storm water that may become impacted by residual PCE during future construction activities will be mitigated through a carbon filtration system prior to discharge as described in the O&M Plan.

The Property Assessment and Cleanup Supports the Following Allowable Property Uses

- ☒ Restricted residential use – residential land use that is reliant upon institutional and engineering controls to achieve compliance with applicable standards; refer to the environmental covenant for the limitation language.
- ☒ Commercial use that does allow use with a high degree of exposure to children, such as a day care or school
- ☒ Industrial use
- ☒ Limitation on occupancy of future buildings; refer to the environmental covenant for the limitation language.
- ☒ Prohibition on ground water use; refer to the environmental covenant for the limitation language.
- ☒ Requirement for implementation of engineering controls; refer to the environmental covenant for the limitation language.

Exhibit 4
Environmental Covenant

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by the City of Lakewood and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property described herein ("the Property") to the activity and use limitations set forth in this document.

Summary

The following is a brief summary of the provision of this Environmental Covenant that is provided to assist in understanding of the Environmental Covenant. In the event of any discrepancy between this summary and the actual terms of the Environmental Covenant, the actual terms shall control.

This Environmental Covenant requires current and future Property owners to meet certain requirements, including, but not limited to:

- Comply with the activity and use limitations given by paragraph 5 that: (a) prohibit extraction or use of ground water underlying the Property except as provided herein and (b) require operation and maintenance of engineering controls at the Property as defined herein.
- Noncompliance with any activity and use limitation will result in the covenant not to sue issued for the Property by the Director of Ohio EPA to be voidable by the Director on and after the date of the noncompliant use, as described in paragraphs 5 and 7.
- Provide an annual compliance report to Ohio EPA by March 1 of each year, as required by paragraph 9, describing that the Property continues to be used in compliance with the activity and use limitations.
- Give notice to new property owners (also known as "Transferees") upon conveyance, as required by paragraph 10, of the activity and use limitations and the recorded location of this Environmental Covenant.
- Notify Ohio EPA within 14 days of each conveyance, as required by paragraph 10, of the property that was conveyed and new owner's contact information.

Background

A. The City of Lakewood has undertaken a voluntary action with respect to the Property under Ohio's Voluntary Action Program ("VAP"), pursuant to ORC Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300.

B. The Property is owned by the City of Lakewood.

C. The voluntary action remedy for the Property includes the activity and use limitations set forth in this Environmental Covenant. Certified Professional Jim C. Smith CP121, issued a no further action letter ("NFA Letter") for the Property on January 15, 2020 and submitted the NFA Letter to Ohio EPA ("No. 20NFA760") with a request for a covenant not to sue.

D. The activity and use limitations support the issuance of the NFA Letter and a covenant not to sue for the Property; the limitations protect against exposure to the hazardous substances in ground water and soil vapor on or underlying the Property.

E. The Property relies upon engineering controls to comply with applicable standards, as the terms are defined in OAC Chapter 3745-300. Whenever an engineering control is used, an activity and use limitation in this Environmental Covenant requires the engineering control implementation, through an operation and maintenance (O&M) agreement, until it is no longer needed to meet applicable standards. An engineering control that is no longer needed may be modified or terminated in accordance with OAC 3745-300-11 and applicable O&M plan and agreement criteria. The documentation must be submitted to and accepted by Ohio EPA prior to any modification or termination.

F. The 2.09-acre portion of the Property, which includes the Curtis Building (as defined in Attachment B of this Environmental Covenant)(the "Restricted Area") is subject to an O&M plan and agreement that provide for a central management entity ("CME") to oversee the engineering control to maintain site protectiveness.

G. The NFA Letter executive summary contains an overview of the voluntary action. The executive summary may be reviewed as an exhibit to the covenant not to sue issued for the Property, recorded in the deed records for the Property in the Cuyahoga County Recorder's Office. Or request to review documents by contacting the Records Management Officer for the Division of Environmental Response and Revitalization, at Ohio EPA's Central Office, 50 West Town Street, Columbus, OH 43216, 614-644-2924, or at Ohio EPA's Northeast District Office 2110 Aurora Road, Twinsburg, Ohio 44087, (330) 963-1200, or by contacting Mr. Jim Smith, CP No.121, Brownfield Restoration Group, LLC (330) 668-4600.

Covenant

Now therefore, the City of Lakewood and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92. The background given above is incorporated by reference into this section as if fully restated.

2. Property. This Environmental Covenant concerns an approximately 5.62-acre tract of real property located at 14519 Detroit Avenue, Lakewood, Cuyahoga County, Ohio 44107, and more particularly described in Attachment A attached hereto and incorporated by reference ("Property"). A 2.09-acre portion of Property, which includes the Curtis Building (as defined in Attachment B of this Environmental Covenant) constitutes the "Restricted Area."

3. Owner. This Property is owned by the City of Lakewood addressed at 12650 Detroit Avenue, Lakewood, Ohio 44107.

4. Holder. Pursuant to ORC § 5301.81, the holder of this Environmental Covenant ("Holder") is the Owner listed above.

5. Activity and Use Limitations. As part of the voluntary action remedy described in the NFA Letter, Owner hereby imposes and agrees to comply with the following activity and use limitations:

- a. **Restricted Residential, Commercial, or Industrial Land Use Limitation.** The Restricted Area shall not be used for fee simple single-family homes and duplexes.

The Restricted Area is limited to any "**Allowable Residential Land Use**," (as described herein) "**Commercial Land Use**" and/or "**Industrial Land Use**" as defined herein and in OAC 3745-300-01 (effective October 17, 2019), or any combination of these land uses.

"**Restricted Residential Land Use**" is defined as "residential land use that requires the implementation of institutional controls, engineering controls, [and] any other remedial activities to comply with applicable standards for residential land use."

"**Residential Land Use**" is defined as "land use with a high frequency of potential exposure of adults and children to dermal contact with soil, inhalation of vapors and particles from soil, incidental ingestion of soil, and

inhalation of volatile compounds due to vapor intrusion from ground water to indoor air.”

Allowable Residential Land Use excludes fee simple single-family homes and duplexes and applies to the Restricted Area, but **Allowable Residential Land Use** includes, without limitation: apartments, condominiums, town houses, day care centers, schools, nursing homes, elder care and other long-term care facilities, colleges and other educational institutions and activities and uses incidental to such land use.

Commercial or Industrial Land Use Limitation.

The Restricted Area is limited to “**Commercial Land Use**” and/or “**Industrial Land Use**”, as those terms are defined below and in OAC 3745-300-01 (effective October 17, 2019), or any combination of those uses. Further, the Restricted Area may be used for schools, child daycare facilities, or other “**Commercial Land Use with High Frequency Child Exposure**” as the term is defined below and in OAC 3745-300-01 (effective October 17, 2019).

“**Commercial Land Use with High Frequency Child Exposure**” is defined as land use with the potential for exposure of adult workers and patrons during a business day, and the potential for high frequency exposures of children who are patrons to commercial facilities during the business day. Commercial land use has the potential for exposure of adults and children to dermal contact with soil, inhalation of vapors and particles from soil, incidental ingestion of soil, and inhalation of volatile compounds due to vapor intrusion to indoor air. Examples of commercial land use with high frequency child exposure include, but are not limited to, schools and child daycare facilities. OAC 3745-300-01(C)(13).

“**Industrial Land Use**” is defined as land use with the potential for exposure of adult workers and patrons during a business day, and the potential for low frequency exposures of children who are visitors to commercial or industrial facilities during the business day. Industrial land use has the potential for exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil, incidental ingestion of soil, and inhalation of volatile compounds due to vapor intrusion to indoor air. Industrial land use is considered appropriate for an alternate cumulative cancer risk goal through a property-specific risk assessment in accordance with OAC 3745-300-09(B)(3)(b). Examples of industrial land use include, but are not limited to, the following: manufacturing facilities such as metal-working shops, plating shops, blast furnaces, coke plants, oil refineries, brick factories,

chemical plants, and plastics plants; assembly plants; non-public airport areas; lumber yards; power plants; limited access highways; railroad switching yards; and marine port facilities. OAC 3745-300-01(I)(9).

b. **Limitation Prohibiting Ground Water Extraction and Use.**

Ground water underlying the Property shall not be extracted or used for any purpose, potable or otherwise, except for investigation, monitoring, or remediation of the ground water, or dewatering during excavation and construction activities or subsurface utility installation or repair.

c. **Engineering Control Implementation.**

Currently, engineering controls will be relied upon within the 2.09-acre portion of the Property (the Restricted Area) described in Attachment B attached hereto in order to achieve compliance with applicable standards. The engineering controls to be implemented include a passive sub-slab depressurization system with an option for active system enhancement (as needed) for any newly constructed inhabitable structures; the current floor slab of the Curtis Building which acts as a vapor barrier and a barrier to prevent leaching to ground water; and a water filtration system to remove potential residual PCE contamination (as may be needed during construction activities) from storm water originating from the Restricted Area defined in Attachment B prior to discharge from the Restricted Area. These engineering controls as well as any future engineering controls used to meet applicable standards shall be operated and maintained in compliance with an Ohio EPA-approved operation and maintenance plan and agreement applicable to the controls. This limitation applies to any engineering controls used to meet applicable standards, whether put in place before or after the execution of this Environmental Covenant.

Any noncompliant engineering control implementation shall be corrected within the plan- specified timeframe or, in case of no specified timeframe, within a reasonable time as determined by Ohio EPA.

For purposes of ORC 3746.05, the Property use shall not be considered in noncompliance with this limitation when the noncompliance is with an engineering control and is i.) corrected within a reasonable time under an operation and maintenance plan or agreement, ii.) returned to compliance by a timeline specified by an Ohio EPA notice of noncompliance, or iii.) cured under a compliance schedule agreement entered into pursuant to ORC 3746.12 with the Ohio EPA director.

An engineering control or its use may be modified or terminated following Ohio EPA approval of a demonstration made, in accordance with OAC 3745-300-11 and applicable operation and maintenance plan and agreement criteria, that supports the control use is no longer needed to comply with applicable standards.

d. Building Occupancy Limitation – Demonstration Obligations.

Requirement for occupancy. At least fourteen (14) days prior to human occupancy in any building constructed on the Restricted Area defined in Attachment B of this Environmental Covenant, a certified professional must issue a demonstration of applicable standards compliance and submit it to Ohio EPA, in accordance with OAC chapter 3745-300. That demonstration must support building occupancy for one of the following reasons:

- i. A remedy, operated and maintained as an engineering control and documented under an Ohio EPA-approved operation and maintenance plan, has achieved compliance with the applicable standard for indoor air vapor intrusion exposure to hazardous substances in soil, soil gas or ground water. The engineering control is a remedy evaluated to be effective in accordance with OAC 3745-300-11. The plan is governed by an operation and maintenance agreement entered into with Ohio EPA in accordance with a covenant not to sue issued pursuant to ORC § 3746.12.
- ii. No remedy or engineering control implementation is needed to comply with applicable standards for the vapor intrusion to indoor air exposure pathway to the building.

Scope of this limitation: This limitation applies to any current or future buildings constructed on the 2.09-acre portion of the Property (Restricted Area) defined in Attachment B of this Environmental Covenant. This limitation applies to the existing building depicted on Attachment B of this Environmental Covenant that is occupied after the effective date of this Environmental Covenant for which Ohio EPA gave written approval. In this limitation, “building” shall mean any enclosed structure designed for human occupancy, and “constructed” includes any expansions or alterations that would result in a smaller enclosed space for human occupancy.

6. Running with the Land; Transferees. This Environmental Covenant shall be binding upon the Owner, during the time that the Owner owns the Property or any portion thereof, and upon all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term “Transferee,” as used in this Environmental

Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 and other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce against any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law. Pursuant to ORC § 3746.05, if the Property or any portion thereof is put to a use that does not comply with any activity and use limitation, the covenant not to sue issued for the Property by the Director of Ohio EPA under ORC § 3746.12 is voidable by order of the Director on and after the date determined to be when the noncompliant use commenced, as provided in paragraph 5.

8. Rights of Access. Owner hereby grants to Ohio EPA's authorized representatives the right of access to the Property for implementation or enforcement of this Environmental Covenant and shall require such access as a condition of any transfer of the Property or any portion of the Property.

9. Compliance Reporting. Owner or the Transferee, if applicable, shall annually submit to Ohio EPA written documentation verifying that the activity and use limitations set forth in this Environmental Covenant remain in place and are being complied with. Documentation shall be due to Ohio EPA March 1 of each year beginning the year after the effective date of this Environmental Covenant, unless otherwise directed by Ohio EPA.

10. Conveyance of Property - Language for Instruments and Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall reference its recording date and location. Further, notice shall be given by Owner or Transferee, as described below:

- a. Language for Instruments. The notice of the Environmental Covenant to include in instruments shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, RECORDED IN THE DEED OR OFFICIAL RECORDS OF CUYAHOGA COUNTY RECORDER'S OFFICE ON _____, 202__, IN [DOCUMENT _____, or BOOK_____, PAGE _____]. THE ENVIRONMENTAL COVENANT INCLUDES A GROUND WATER EXTRACTION AND USE PROHIBITION

THAT APPLIES TO THE PROPERTY DESCRIBED WITHIN ATTACHMENT A AND A REQUIREMENT FOR RELIANCE OF ENGINEERING CONTROLS ON THE PORTION OF THE PROPERTY KNOWN AS THE RESTRICTED AREA AND DESCRIBED WITHIN ATTACHMENT B.

- b. Notice of Each Conveyance. Owner or Transferee, if applicable, shall notify Ohio EPA within fourteen (14) days after each conveyance of an interest in the Property or any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey plat that shows the transferred property boundaries relative to the Property boundaries.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories to this Environmental Covenant that:

- a. Owner is the sole owner of the Property;
- b. Owner holds fee simple title to the Property and that the Owner conducted a current title search that shows that the Property is not subject to any interests or encumbrances that conflict with the activity and use limitations set forth in this Environmental Covenant;
- c. Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- d. This Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected;
- e. Owner has identified all other persons that own an interest in or hold an encumbrance on the Property, and, if applicable, has notified such persons of the Owner's intention to enter into this Environmental Covenant.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by all requisite parties pursuant to ORC § 5301.90 and other applicable law. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee, if applicable, shall file such document for recording with the Cuyahoga County Recorder's

Office and shall provide a file- and date-stamped copy of the recorded document to Ohio EPA and the other signatories. As terms used in this Environmental Covenant:

- a. “Requisite parties” means i) the Director of Ohio EPA, ii) each person who signed the Environmental Covenant (unless the person waived in a signed record the right to consent or unless a court finds that the person no longer exists or cannot be located or identified with the exercise of reasonable diligence), iii) each person holding a recorded interest in the Property, and iv) any other party pursuant to ORC § 5301.90 or other applicable law.
- b. “Amendment” means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations so long as there is at least one activity and use limitation remaining.
- c. “Termination” means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

15. Recordation. Within thirty (30) days after the date of the final required signature, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Cuyahoga County Recorder's Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Cuyahoga County Recorder's Office.

17. Distribution of Environmental Covenant. Pursuant to ORC § 5301.83, Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA.

18. Notice. Unless otherwise notified in writing by a party under this Environmental Covenant or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

As to Ohio EPA:

Ohio EPA – Central Office
Division of Environmental Response and Revitalization
50 West Town Street
Columbus, Ohio 43215
Attn.: DERR Records Management Officer, regarding 20NFA760

Or, send electronically to: records@epa.ohio.gov

And

Ohio EPA – Northeast District Office
2110 East Aurora Road
Twinsburg, Ohio 44087
Attn: DERR Site Coordinator for NFA Letter 20NFA760

As to Owner:

The City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107
Attn.: Shawn Leininger, Director of Planning & Development
216-529-5933

And

Brian Corrigan
Law Director
The City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107
216-529-6030

The undersigned represents and certifies that the undersigned is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

The City of Lakewood

Meghan F. George
Signature of Owner

Meghan F. George - Mayor
Printed Name and Title

State of Ohio)
County of Cuyahoga) ss:

Before me, a notary public, in and for said county and state, personally appeared Meghan F. George, Mayor, City of Lakewood, a duly authorized representative of the Owner, who acknowledged to me the execution of the foregoing instrument on behalf of the Owner.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 2nd day of November, 2021.

John O'Neill Storey, Esq.
Notary Public

Approved as to legal form.
Jennifer L. Swallow
Jennifer L. Swallow
Chief Assistant Law Director
City of Lakewood



John O'Neill Storey
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

OHIO ENVIRONMENTAL PROTECTION AGENCY

Laurie A. Stevenson

Laurie A. Stevenson, Director

State of Ohio)
)
County of Franklin) ss:

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that she did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 30th day of November, 2021.

William R. Damschroder

Notary Public

This instrument was prepared by:

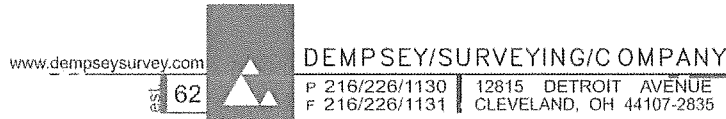
Heather A. (Austin) Richardson
Thompson Hine
3900 Key Center
127 Public Square
Cleveland, OH 44114



WILLIAM R. DAMSCHRODER
Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

Clint R. White
Ohio EPA-Legal Office
50 West Town Street
Columbus, OH 43215

Environmental Covenant
Former Lakewood Hospital
Attachment A – Property Legal Description and Plat Exhibit



LEGAL DESCRIPTION
Former Lakewood Hospital Property

Situated in the City of Lakewood, County of Cuyahoga, and State of Ohio, and known as being part of Original Rockport Township Section No. 22, further known as being Sublot Nos. 242 and 243 in the Genck Realty Company's Lakewood Subdivision as shown by the recorded plat in Volume 35 of maps, Page 26 of Cuyahoga County Records; the Map of Survey and Replat for Lakewood Hospital as shown by the recorded plat in Volume 228 of Maps, Page 59 of Cuyahoga County Records; Parcel "A" in the Lot Consolidation for the City of Lakewood as shown by the recorded plat in Volume 310 of Maps, Page 66 of Cuyahoga County Records; and Parcel "A" in the Lot Consolidation for the City of Lakewood as shown by the recorded plat in Volume 310 of Maps, Page 67 of Cuyahoga County Records, said premises being more particularly bounded and described as follows:

BEGINNING at the intersection of the southeasterly line of Detroit Avenue, 66 feet wide, and the easterly line of Belle Avenue, of variable width;

Course No. 1: Thence North 84 degrees 52 minutes 10 seconds East along the southeasterly line of Detroit Avenue, a distance of 286.28 feet to its intersection with the westerly line of Marlowe Avenue, 60 feet wide;

Course No. 2: Thence South 00 degrees 43 minutes 37 seconds East along the westerly line of Marlowe Avenue, a distance of 767.67 feet to a southeasterly corner of Parcel "A" in the aforementioned Volume 310 of Maps, Page 67 of Cuyahoga County Records;

Course No. 3: Thence South 89 degrees 16 minutes 23 seconds West along a southerly line of said Parcel "A", a distance of 122.37 feet to an internal corner thereof;

Course No. 4: Thence South 00 degrees 08 minutes 06 seconds West along an easterly line of said Parcel "A", a distance of 91.49 feet to a southeasterly corner thereof;

Course No. 5: Thence North 90 degrees 00 minutes 00 seconds West along a southerly line of said Parcel "A", a distance of 187.29 feet to its intersection with the easterly line of the aforementioned Belle Avenue;

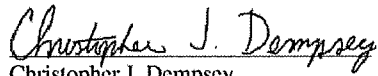
Course No. 6: Thence North 00 degrees 00 minutes 00 seconds West along the easterly line of said Belle Avenue, a distance of 641.64 feet to an angle therein;

Course No. 7: Thence North 19 degrees 03 minutes 57 seconds East along the easterly line of said Belle Avenue, a distance of 45.92 feet to an angle therein;

Course No. 8: Thence North 00 degrees 00 minutes 00 seconds West along the easterly line of said Belle Avenue, a distance of 150.01 feet to the Principal Place of Beginning and containing 5.6254 Acres (245044 Square Feet) of land, as describe from record information by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on January 8, 2020.

Bearings are based on North 00 degrees 00 minutes 00 seconds West as the westerly line of Belle Avenue, as shown in Volume 228 of Maps, Page 59 of Cuyahoga County Records.

Note: This legal description and the accompanying exhibit are to be used for environmental purposes only, and are not to be used to convey real property.


Christopher J. Dempsey
Professional Land Surveyor No. 6914

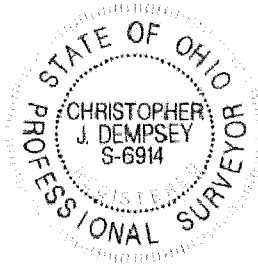
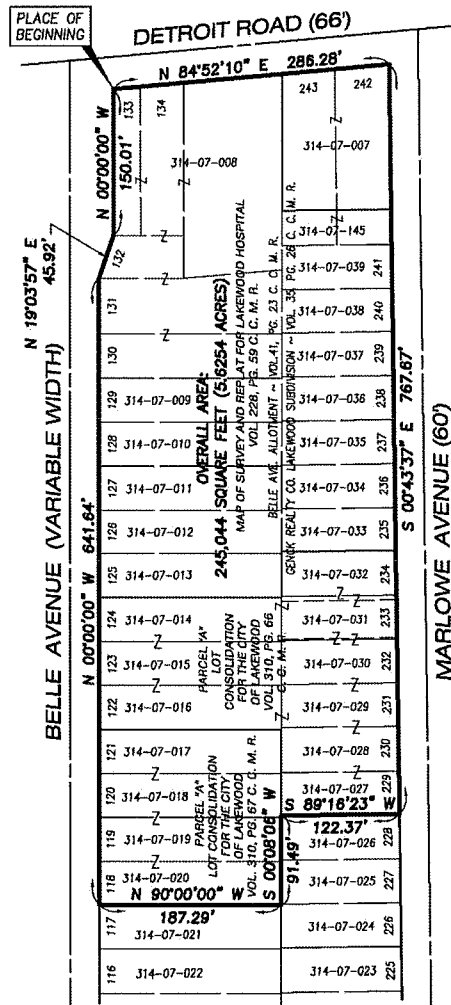


EXHIBIT OF FORMER LAKEWOOD HOSPITAL PROPERTY

SITUATED IN THE CITY OF LAKEWOOD, COUNTY OF CUYAHOGA, AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL ROCKPORT TOWNSHIP SECTION No. 22, FURTHER KNOWN AS BEING SUBLOT Nos. 242 AND 243 IN THE GENCK REALTY COMPANY'S LAKEWOOD SUBDIVISION AS SHOWN BY THE RECORDED PLAT IN VOLUME 35 OF MAPS, PAGE 26 OF CUYAHOGA COUNTY RECORDS; THE MAP OF SURVEY AND REPLAT FOR LAKEWOOD HOSPITAL AS SHOWN BY THE RECORDED PLAT IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS; PARCEL "A" IN THE LOT CONSOLIDATION FOR THE CITY OF LAKEWOOD AS SHOWN BY THE RECORDED PLAT IN VOLUME 310 OF MAPS, PAGE 66 OF CUYAHOGA COUNTY RECORDS; AND PARCEL "A" IN THE LOT CONSOLIDATION FOR THE CITY OF LAKEWOOD AS SHOWN BY THE RECORDED PLAT IN VOLUME 310 OF MAPS, PAGE 67 OF CUYAHOGA COUNTY RECORDS



NOTE: THIS EXHIBIT AND THE ACCOMPANYING LEGAL DESCRIPTION ARE TO BE USED FOR ENVIRONMENTAL PURPOSES ONLY, AND ARE NOT TO BE USED TO CONVEY REAL PROPERTY.

TITLE TO THE SUBJECT PREMISES CURRENTLY VESTED IN CITY OF LAKEWOOD, OHIO, A MUNICIPAL CORPORATION BY THE FOLLOWING INSTRUMENTS RECORDED IN CUYAHOGA COUNTY RECORDS:

- (PPN 314-07-008): VOL. 3985, PG. 177
- (PPN 314-07-009): VOL. 5186, PG. 610
- (PPN 314-07-037): VOL. 6211, PG. 152
- (PPN 314-07-038): VOL. 6497, PG. 173
- (PPN 314-07-010): VOL. 6497, PG. 642
- (PPN 314-07-036): VOL. 6498, PG. 210
- (PPN 314-07-012): VOL. 6498, PG. 212
- (PPN 314-07-011): VOL. 6498, PG. 213
- (PPN 314-07-039): VOL. 6601, PG. 148
- (PPN 314-07-035): VOL. 6602, PG. 367
- (PPN 314-07-145): VOL. 6606, PG. 88
- (PPN 14-07-033): VOL. 6808, PG. 512
- (PPN 314-07-014): VOL. 6915, PG. 162
- (PPN 314-07-013): VOL. 10157, PG. 418
- (PPN 314-07-032): VOL. 11802, PG. 765
- (PPN 14-07-031): VOL. 11650, PG. 109 (1/2 interest); VOL. 11650, PG. 111 (1/2 interest);
- (PPN 314-07-030): VOL. 11826, PG. 221
- (PPN 314-07-015): VOL. 11900, PG. 729 (1/2 interest); VOL. 11900, PG. 731 (1/2 interest);
- (PPN 314-07-029): VOL. 15613, PG. 795
- (PPN 314-07-016): VOL. 15621, PG. 83
- (PPN 314-07-020): VOL. 83-267, PG. 899
- (PPN 314-07-017): VOL. 83-292, PG. 28
- (PPN 314-07-019): VOL. 84-1170, PG. 62
- (PPN 314-07-018, 314-07-027 & 314-07-028): AFN 200101260807
- (PPN 314-07-007): AFN 201602230181
- (PPN 314-07-034): VOL. 6497, PG. 17

THIS DRAWING IS BASED ON CUYAHOGA COUNTY RECORD INFORMATION ONLY. NO FIELD SURVEY HAS BEEN PERFORMED BY DEMPSEY SURVEYING COMPANY IN ITS PREPARATION. BEARINGS ARE BASED ON NORTH 00°00'00" WEST AS THE WESTERLY LINE OF BELLE AVENUE, AS SHOWN IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS.



Christopher J. Dempsey
CHRISTOPHER J. DEMPSEY
PROFESSIONAL SURVEYOR NO. 6914
DATE: JANUARY 8, 2020

DEMPSEY SURVEYING COMPANY
P 216/226/1130 12815 DETROIT AVENUE
F 216/226/1131 CLEVELAND, OH 44107-2835

Environmental Covenant

Former Lakewood Hospital

Attachment B – Legal Description and Plat Exhibit of the 2.09-Acre Area of Property (which includes the Curtis Building) Subject to Engineering Controls

www.dempseysurveying.com

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DEMPSEY/SURVEYING/COMPANY

P 216/226/1130 12615 DETROIT AVENUE
F 216/226/1131 CLEVELAND, OH 44117-2835

LEGAL DESCRIPTION

Portion of Former Lakewood Hospital Property subject to Vapor Intrusion Engineering Control

Situated in the City of Lakewood, County of Cuyahoga, and State of Ohio, and known as being part of Original Rockport Township Section No. 22, said premises being more particularly bounded and described as follows:

BEGINNING at the intersection of the southeasterly line of Detroit Avenue, 66 feet wide, and the westerly line of Marlowe Avenue, 60 feet wide;

Course No. 1: Thence South 00 degrees 43 minutes 40 seconds East along the westerly line of Marlowe Avenue, a distance of 492.93 feet to a point;

Course No. 2: Thence South 89 degrees 51 minutes 29 seconds West a distance of 201.11 feet to a point;

Course No. 3: Thence North 00 degrees 12 minutes 19 seconds West a distance of 414.72 feet to a point;


Course No. 4: Thence South 88 degrees 43 minutes 38 seconds East a distance of 83.71 feet to a point;

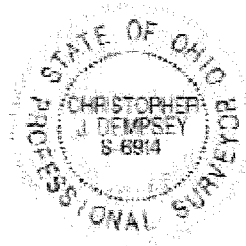
Course No. 5: Thence North 00 degrees 43 minutes 40 seconds West a distance of 70.34 feet to a point on the southeasterly line of the aforementioned Detroit Avenue;

Course No. 6: Thence North 84 degrees 52 minutes 10 seconds East along the southeasterly line of said Detroit Avenue, a distance of 114.00 feet to the Place of Beginning and containing 2.0858 Acres (90,859 Square Feet) of land, as described from record information by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on February 2, 2021.

Bearings are based on North 00 degrees 00 minutes 00 seconds West as the westerly line of Belle Avenue, as shown in Volume 228 of Maps, Page 59 of Cuyahoga County Records.

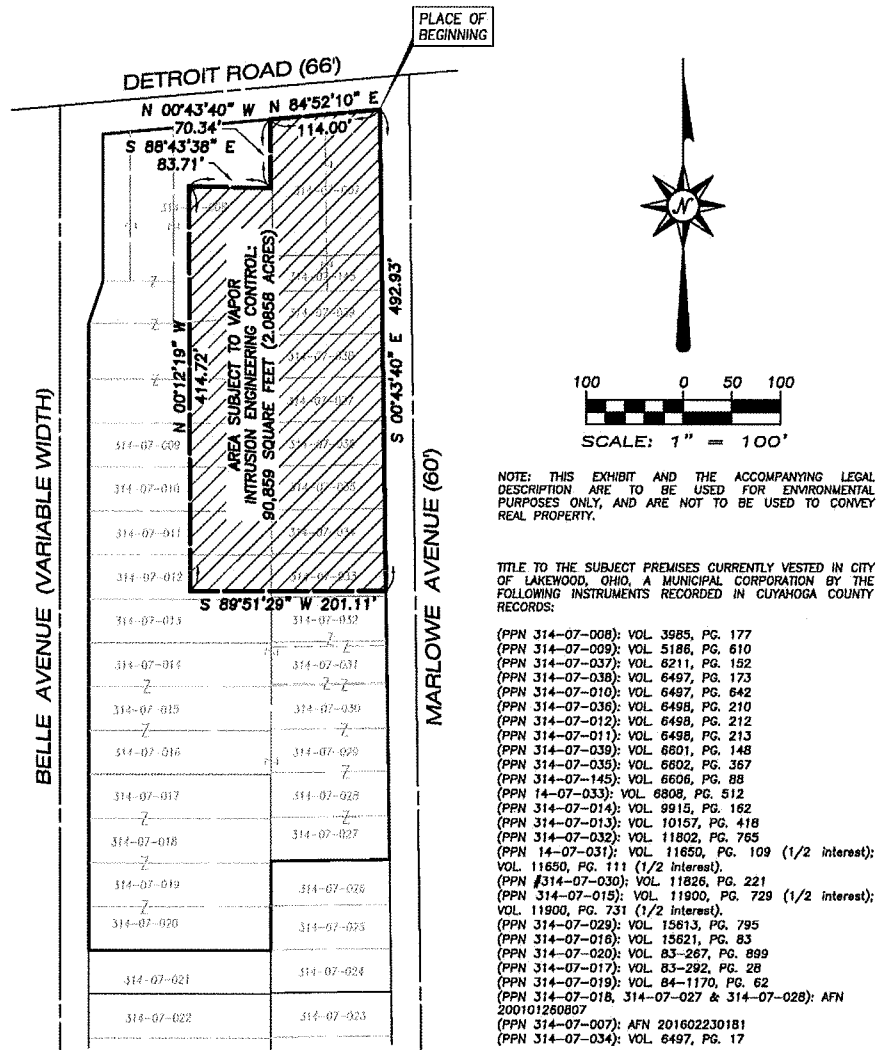
Note: This legal description and the accompanying exhibit are to be used for environmental purposes only, and are not to be used to convey real property.


Christopher J. Dempsey
Professional Land Surveyor No. 6914



Professional Land Surveyors

EXHIBIT OF
PORTION OF FORMER LAKEWOOD HOSPITAL PROPERTY
SUBJECT TO VAPOR INTRUSION ENGINEERING CONTROL
SITUATED IN THE CITY OF LAKEWOOD, COUNTY OF CUYAHOGA, AND STATE OF OHIO, AND
KNOWN AS BEING PART OF ORIGINAL ROCKPORT TOWNSHIP SECTION No. 22



THIS DRAWING IS BASED ON CUYAHOGA COUNTY RECORD INFORMATION ONLY. NO FIELD SURVEY HAS BEEN PERFORMED BY DEMPSEY SURVEYING COMPANY IN ITS PREPARATION. BEARINGS ARE BASED ON NORTH 00°00'00" WEST AS THE WESTERLY LINE OF BELLE AVENUE, AS SHOWN IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS.



Christopher J. Dempsey
CHRISTOPHER J. DEMPSEY
PROFESSIONAL SURVEYOR NO. 6914
DATE: FEBRUARY 2, 2021

www.dempsey-surveying.com



DEMPSEY / SURVEYING / COMPANY
P 216/228-1130 12613 DETROIT AVENUE
F 216/228-1131 CLEVELAND, OH 44107-2935

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by the City of Lakewood and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property described herein ("the Property") to the activity and use limitations set forth in this document.

Summary

The following is a brief summary of the provision of this Environmental Covenant that is provided to assist in understanding of the Environmental Covenant. In the event of any discrepancy between this summary and the actual terms of the Environmental Covenant, the actual terms shall control.

This Environmental Covenant requires current and future Property owners to meet certain requirements, including, but not limited to:

- Comply with the activity and use limitations given by paragraph 5 that: (a) prohibit extraction or use of ground water underlying the Property except as provided herein and (b) require operation and maintenance of engineering controls at the Property as defined herein.
- Noncompliance with any activity and use limitation will result in the covenant not to sue issued for the Property by the Director of Ohio EPA to be voidable by the Director on and after the date of the noncompliant use, as described in paragraphs 5 and 7.
- Provide an annual compliance report to Ohio EPA by March 1 of each year, as required by paragraph 9, describing that the Property continues to be used in compliance with the activity and use limitations.
- Give notice to new property owners (also known as "Transferees") upon conveyance, as required by paragraph 10, of the activity and use limitations and the recorded location of this Environmental Covenant.
- Notify Ohio EPA within 14 days of each conveyance, as required by paragraph 10, of the property that was conveyed and new owner's contact information.

Background

A. The City of Lakewood has undertaken a voluntary action with respect to the Property under Ohio's Voluntary Action Program ("VAP"), pursuant to ORC Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300.

B. The Property is owned by the City of Lakewood.

C. The voluntary action remedy for the Property includes the activity and use limitations set forth in this Environmental Covenant. Certified Professional Jim C. Smith CP121, issued a no further action letter ("NFA Letter") for the Property on January 15, 2020 and submitted the NFA Letter to Ohio EPA ("No. 20NFA760") with a request for a covenant not to sue.

D. The activity and use limitations support the issuance of the NFA Letter and a covenant not to sue for the Property; the limitations protect against exposure to the hazardous substances in ground water and soil vapor on or underlying the Property.

E. The Property relies upon engineering controls to comply with applicable standards, as the terms are defined in OAC Chapter 3745-300. Whenever an engineering control is used, an activity and use limitation in this Environmental Covenant requires the engineering control implementation, through an operation and maintenance (O&M) agreement, until it is no longer needed to meet applicable standards. An engineering control that is no longer needed may be modified or terminated in accordance with OAC 3745-300-11 and applicable O&M plan and agreement criteria. The documentation must be submitted to and accepted by Ohio EPA prior to any modification or termination.

F. The 2.09-acre portion of the Property, which includes the Curtis Building (as defined in Attachment B of this Environmental Covenant)(the "Restricted Area") is subject to an O&M plan and agreement that provide for a central management entity ("CME") to oversee the engineering control to maintain site protectiveness.

G. The NFA Letter executive summary contains an overview of the voluntary action. The executive summary may be reviewed as an exhibit to the covenant not to sue issued for the Property, recorded in the deed records for the Property in the Cuyahoga County Recorder's Office. Or request to review documents by contacting the Records Management Officer for the Division of Environmental Response and Revitalization, at Ohio EPA's Central Office, 50 West Town Street, Columbus, OH 43216, 614-644-2924, or at Ohio EPA's Northeast District Office 2110 Aurora Road, Twinsburg, Ohio 44087, (330) 963-1200, or by contacting Mr. Jim Smith, CP No.121, Brownfield Restoration Group, LLC (330) 668-4600.

Covenant

Now therefore, the City of Lakewood and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92. The background given above is incorporated by reference into this section as if fully restated.

2. Property. This Environmental Covenant concerns an approximately 5.62-acre tract of real property located at 14519 Detroit Avenue, Lakewood, Cuyahoga County, Ohio 44107, and more particularly described in Attachment A attached hereto and incorporated by reference ("Property"). A 2.09-acre portion of Property, which includes the Curtis Building (as defined in Attachment B of this Environmental Covenant) constitutes the "Restricted Area."

3. Owner. This Property is owned by the City of Lakewood addressed at 12650 Detroit Avenue, Lakewood, Ohio 44107.

4. Holder. Pursuant to ORC § 5301.81, the holder of this Environmental Covenant ("Holder") is the Owner listed above.

5. Activity and Use Limitations. As part of the voluntary action remedy described in the NFA Letter, Owner hereby imposes and agrees to comply with the following activity and use limitations:

- a. **Restricted Residential, Commercial, or Industrial Land Use Limitation.** The Restricted Area shall not be used for fee simple single-family homes and duplexes.

The Restricted Area is limited to any "**Allowable Residential Land Use**," (as described herein) "**Commercial Land Use**" and/or "**Industrial Land Use**" as defined herein and in OAC 3745-300-01 (effective October 17, 2019), or any combination of these land uses.

"**Restricted Residential Land Use**" is defined as "residential land use that requires the implementation of institutional controls, engineering controls, [and] any other remedial activities to comply with applicable standards for residential land use."

"**Residential Land Use**" is defined as "land use with a high frequency of potential exposure of adults and children to dermal contact with soil, inhalation of vapors and particles from soil, incidental ingestion of soil, and

inhalation of volatile compounds due to vapor intrusion from ground water to indoor air.”

Allowable Residential Land Use excludes fee simple single-family homes and duplexes and applies to the Restricted Area, but **Allowable Residential Land Use** includes, without limitation: apartments, condominiums, town houses, day care centers, schools, nursing homes, elder care and other long-term care facilities, colleges and other educational institutions and activities and uses incidental to such land use.

Commercial or Industrial Land Use Limitation.

The Restricted Area is limited to “**Commercial Land Use**” and/or “**Industrial Land Use**”, as those terms are defined below and in OAC 3745-300-01 (effective October 17, 2019), or any combination of those uses. Further, the Restricted Area may be used for schools, child daycare facilities, or other “**Commercial Land Use with High Frequency Child Exposure**” as the term is defined below and in OAC 3745-300-01 (effective October 17, 2019).

“**Commercial Land Use with High Frequency Child Exposure**” is defined as land use with the potential for exposure of adult workers and patrons during a business day, and the potential for high frequency exposures of children who are patrons to commercial facilities during the business day. Commercial land use has the potential for exposure of adults and children to dermal contact with soil, inhalation of vapors and particles from soil, incidental ingestion of soil, and inhalation of volatile compounds due to vapor intrusion to indoor air. Examples of commercial land use with high frequency child exposure include, but are not limited to, schools and child daycare facilities. OAC 3745-300-01(C)(13).

“**Industrial Land Use**” is defined as land use with the potential for exposure of adult workers and patrons during a business day, and the potential for low frequency exposures of children who are visitors to commercial or industrial facilities during the business day. Industrial land use has the potential for exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil, incidental ingestion of soil, and inhalation of volatile compounds due to vapor intrusion to indoor air. Industrial land use is considered appropriate for an alternate cumulative cancer risk goal through a property-specific risk assessment in accordance with OAC 3745-300-09(B)(3)(b). Examples of industrial land use include, but are not limited to, the following: manufacturing facilities such as metal-working shops, plating shops, blast furnaces, coke plants, oil refineries, brick factories,

chemical plants, and plastics plants; assembly plants; non-public airport areas; lumber yards; power plants; limited access highways; railroad switching yards; and marine port facilities. OAC 3745-300-01(I)(9).

b. **Limitation Prohibiting Ground Water Extraction and Use.**

Ground water underlying the Property shall not be extracted or used for any purpose, potable or otherwise, except for investigation, monitoring, or remediation of the ground water, or dewatering during excavation and construction activities or subsurface utility installation or repair.

c. **Engineering Control Implementation.**

Currently, engineering controls will be relied upon within the 2.09-acre portion of the Property (the Restricted Area) described in Attachment B attached hereto in order to achieve compliance with applicable standards. The engineering controls to be implemented include a passive sub-slab depressurization system with an option for active system enhancement (as needed) for any newly constructed inhabitable structures; the current floor slab of the Curtis Building which acts as a vapor barrier and a barrier to prevent leaching to ground water; and a water filtration system to remove potential residual PCE contamination (as may be needed during construction activities) from storm water originating from the Restricted Area defined in Attachment B prior to discharge from the Restricted Area. These engineering controls as well as any future engineering controls used to meet applicable standards shall be operated and maintained in compliance with an Ohio EPA-approved operation and maintenance plan and agreement applicable to the controls. This limitation applies to any engineering controls used to meet applicable standards, whether put in place before or after the execution of this Environmental Covenant.

Any noncompliant engineering control implementation shall be corrected within the plan- specified timeframe or, in case of no specified timeframe, within a reasonable time as determined by Ohio EPA.

For purposes of ORC 3746.05, the Property use shall not be considered in noncompliance with this limitation when the noncompliance is with an engineering control and is i.) corrected within a reasonable time under an operation and maintenance plan or agreement, ii.) returned to compliance by a timeline specified by an Ohio EPA notice of noncompliance, or iii.) cured under a compliance schedule agreement entered into pursuant to ORC 3746.12 with the Ohio EPA director.

An engineering control or its use may be modified or terminated following Ohio EPA approval of a demonstration made, in accordance with OAC 3745-300-11 and applicable operation and maintenance plan and agreement criteria, that supports the control use is no longer needed to comply with applicable standards.

d. Building Occupancy Limitation – Demonstration Obligations.

Requirement for occupancy. At least fourteen (14) days prior to human occupancy in any building constructed on the Restricted Area defined in Attachment B of this Environmental Covenant, a certified professional must issue a demonstration of applicable standards compliance and submit it to Ohio EPA, in accordance with OAC chapter 3745-300. That demonstration must support building occupancy for one of the following reasons:

- i. A remedy, operated and maintained as an engineering control and documented under an Ohio EPA-approved operation and maintenance plan, has achieved compliance with the applicable standard for indoor air vapor intrusion exposure to hazardous substances in soil, soil gas or ground water. The engineering control is a remedy evaluated to be effective in accordance with OAC 3745-300-11. The plan is governed by an operation and maintenance agreement entered into with Ohio EPA in accordance with a covenant not to sue issued pursuant to ORC § 3746.12.
- ii. No remedy or engineering control implementation is needed to comply with applicable standards for the vapor intrusion to indoor air exposure pathway to the building.

Scope of this limitation: This limitation applies to any current or future buildings constructed on the 2.09-acre portion of the Property (Restricted Area) defined in Attachment B of this Environmental Covenant. This limitation applies to the existing building depicted on Attachment B of this Environmental Covenant that is occupied after the effective date of this Environmental Covenant for which Ohio EPA gave written approval. In this limitation, “building” shall mean any enclosed structure designed for human occupancy, and “constructed” includes any expansions or alterations that would result in a smaller enclosed space for human occupancy.

6. Running with the Land; Transferees. This Environmental Covenant shall be binding upon the Owner, during the time that the Owner owns the Property or any portion thereof, and upon all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term “Transferee,” as used in this Environmental

Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 and other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce against any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law. Pursuant to ORC § 3746.05, if the Property or any portion thereof is put to a use that does not comply with any activity and use limitation, the covenant not to sue issued for the Property by the Director of Ohio EPA under ORC § 3746.12 is voidable by order of the Director on and after the date determined to be when the noncompliant use commenced, as provided in paragraph 5.

8. Rights of Access. Owner hereby grants to Ohio EPA's authorized representatives the right of access to the Property for implementation or enforcement of this Environmental Covenant and shall require such access as a condition of any transfer of the Property or any portion of the Property.

9. Compliance Reporting. Owner or the Transferee, if applicable, shall annually submit to Ohio EPA written documentation verifying that the activity and use limitations set forth in this Environmental Covenant remain in place and are being complied with. Documentation shall be due to Ohio EPA March 1 of each year beginning the year after the effective date of this Environmental Covenant, unless otherwise directed by Ohio EPA.

10. Conveyance of Property - Language for Instruments and Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall reference its recording date and location. Further, notice shall be given by Owner or Transferee, as described below:

- a. Language for Instruments. The notice of the Environmental Covenant to include in instruments shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, RECORDED IN THE DEED OR OFFICIAL RECORDS OF CUYAHOGA COUNTY RECORDER'S OFFICE ON _____, 202__, IN [DOCUMENT _____, or BOOK_____, PAGE _____]. THE ENVIRONMENTAL COVENANT INCLUDES A GROUND WATER EXTRACTION AND USE PROHIBITION

THAT APPLIES TO THE PROPERTY DESCRIBED WITHIN ATTACHMENT A AND A REQUIREMENT FOR RELIANCE OF ENGINEERING CONTROLS ON THE PORTION OF THE PROPERTY KNOWN AS THE RESTRICTED AREA AND DESCRIBED WITHIN ATTACHMENT B.

- b. Notice of Each Conveyance. Owner or Transferee, if applicable, shall notify Ohio EPA within fourteen (14) days after each conveyance of an interest in the Property or any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey plat that shows the transferred property boundaries relative to the Property boundaries.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories to this Environmental Covenant that:

- a. Owner is the sole owner of the Property;
- b. Owner holds fee simple title to the Property and that the Owner conducted a current title search that shows that the Property is not subject to any interests or encumbrances that conflict with the activity and use limitations set forth in this Environmental Covenant;
- c. Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- d. This Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected;
- e. Owner has identified all other persons that own an interest in or hold an encumbrance on the Property, and, if applicable, has notified such persons of the Owner's intention to enter into this Environmental Covenant.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by all requisite parties pursuant to ORC § 5301.90 and other applicable law. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee, if applicable, shall file such document for recording with the Cuyahoga County Recorder's

Office and shall provide a file- and date-stamped copy of the recorded document to Ohio EPA and the other signatories. As terms used in this Environmental Covenant:

- a. “Requisite parties” means i) the Director of Ohio EPA, ii) each person who signed the Environmental Covenant (unless the person waived in a signed record the right to consent or unless a court finds that the person no longer exists or cannot be located or identified with the exercise of reasonable diligence), iii) each person holding a recorded interest in the Property, and iv) any other party pursuant to ORC § 5301.90 or other applicable law.
- b. “Amendment” means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations so long as there is at least one activity and use limitation remaining.
- c. “Termination” means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

15. Recordation. Within thirty (30) days after the date of the final required signature, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Cuyahoga County Recorder’s Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Cuyahoga County Recorder’s Office.

17. Distribution of Environmental Covenant. Pursuant to ORC § 5301.83, Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA.

18. Notice. Unless otherwise notified in writing by a party under this Environmental Covenant or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

As to Ohio EPA:

Ohio EPA – Central Office
Division of Environmental Response and Revitalization
50 West Town Street
Columbus, Ohio 43215
Attn.: DERR Records Management Officer, regarding 20NFA760

Or, send electronically to: records@epa.ohio.gov

And

Ohio EPA – Northeast District Office
2110 East Aurora Road
Twinsburg, Ohio 44087
Attn: DERR Site Coordinator for NFA Letter 20NFA760

As to Owner:

The City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107
Attn.: Shawn Leiningner, Director of Planning & Development
216-529-5933

And

Brian Corrigan
Law Director
The City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107
216-529-6030

The undersigned represents and certifies that the undersigned is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

The City of Lakewood

Meghan F. George
Signature of Owner

Meghan F. George - Mayor
Printed Name and Title

State of Ohio)
County of Cuyahoga) ss:

Before me, a notary public, in and for said county and state, personally appeared Meghan F. George, Mayor, City of Lakewood, a duly authorized representative of the Owner, who acknowledged to me the execution of the foregoing instrument on behalf of the Owner.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 2nd day of November, 2021.

John O'Neill Storey, Esq.
Notary Public

Approved as to legal form.

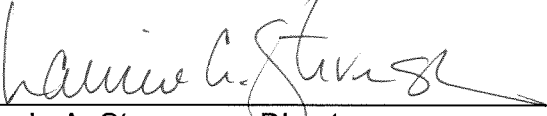
Jennifer L. Swallow

Jennifer L. Swallow
Chief Assistant Law Director
City of Lakewood



John O'Neill Storey
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

OHIO ENVIRONMENTAL PROTECTION AGENCY

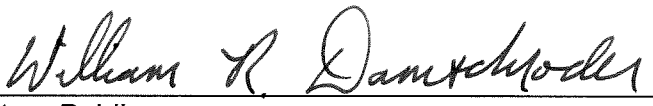


Laurie A. Stevenson, Director

State of Ohio)
)
County of Franklin) ss:

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that she did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 30th day of November, 2021.



Notary Public

This instrument was prepared by:

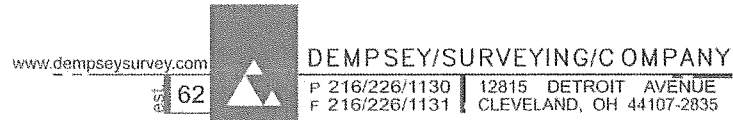
Heather A. (Austin) Richardson
Thompson Hine
3900 Key Center
127 Public Square
Cleveland, OH 44114

Clint R. White
Ohio EPA-Legal Office
50 West Town Street
Columbus, OH 43215



WILLIAM R. DAMSCHRODER
Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

Environmental Covenant
Former Lakewood Hospital
Attachment A – Property Legal Description and Plat Exhibit



LEGAL DESCRIPTION
Former Lakewood Hospital Property

Situated in the City of Lakewood, County of Cuyahoga, and State of Ohio, and known as being part of Original Rockport Township Section No. 22, further known as being Sublot Nos. 242 and 243 in the Genck Realty Company's Lakewood Subdivision as shown by the recorded plat in Volume 35 of maps, Page 26 of Cuyahoga County Records; the Map of Survey and Replat for Lakewood Hospital as shown by the recorded plat in Volume 228 of Maps, Page 59 of Cuyahoga County Records; Parcel "A" in the Lot Consolidation for the City of Lakewood as shown by the recorded plat in Volume 310 of Maps, Page 66 of Cuyahoga County Records; and Parcel "A" in the Lot Consolidation for the City of Lakewood as shown by the recorded plat in Volume 310 of Maps, Page 67 of Cuyahoga County Records, said premises being more particularly bounded and described as follows:

BEGINNING at the intersection of the southeasterly line of Detroit Avenue, 66 feet wide, and the easterly line of Belle Avenue, of variable width;

Course No. 1: Thence North 84 degrees 52 minutes 10 seconds East along the southeasterly line of Detroit Avenue, a distance of 286.28 feet to its intersection with the westerly line of Marlowe Avenue, 60 feet wide;

Course No. 2: Thence South 00 degrees 43 minutes 37 seconds East along the westerly line of Marlowe Avenue, a distance of 767.67 feet to a southeasterly corner of Parcel "A" in the aforementioned Volume 310 of Maps, Page 67 of Cuyahoga County Records;

Course No. 3: Thence South 89 degrees 16 minutes 23 seconds West along a southerly line of said Parcel "A", a distance of 122.37 feet to an internal corner thereof;

Course No. 4: Thence South 00 degrees 08 minutes 06 seconds West along an easterly line of said Parcel "A", a distance of 91.49 feet to a southeasterly corner thereof;

Course No. 5: Thence North 90 degrees 00 minutes 00 seconds West along a southerly line of said Parcel "A", a distance of 187.29 feet to its intersection with the easterly line of the aforementioned Belle Avenue;

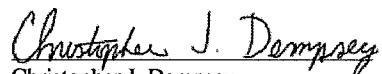
Course No. 6: Thence North 00 degrees 00 minutes 00 seconds West along the easterly line of said Belle Avenue, a distance of 641.64 feet to an angle therein;

Course No. 7: Thence North 19 degrees 03 minutes 57 seconds East along the easterly line of said Belle Avenue, a distance of 45.92 feet to an angle therein;

Course No. 8: Thence North 00 degrees 00 minutes 00 seconds West along the easterly line of said Belle Avenue, a distance of 150.01 feet to the Principal Place of Beginning and containing 5.6254 Acres (245044 Square Feet) of land, as describe from record information by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on January 8, 2020.

Bearings are based on North 00 degrees 00 minutes 00 seconds West as the westerly line of Belle Avenue, as shown in Volume 228 of Maps, Page 59 of Cuyahoga County Records.

Note: This legal description and the accompanying exhibit are to be used for environmental purposes only, and are not to be used to convey real property.


Christopher J. Dempsey
Professional Land Surveyor No. 6914

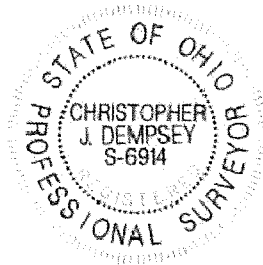
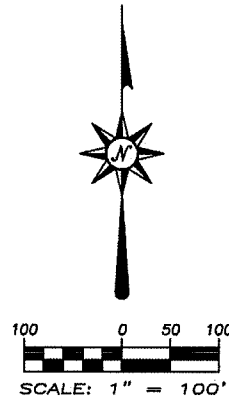
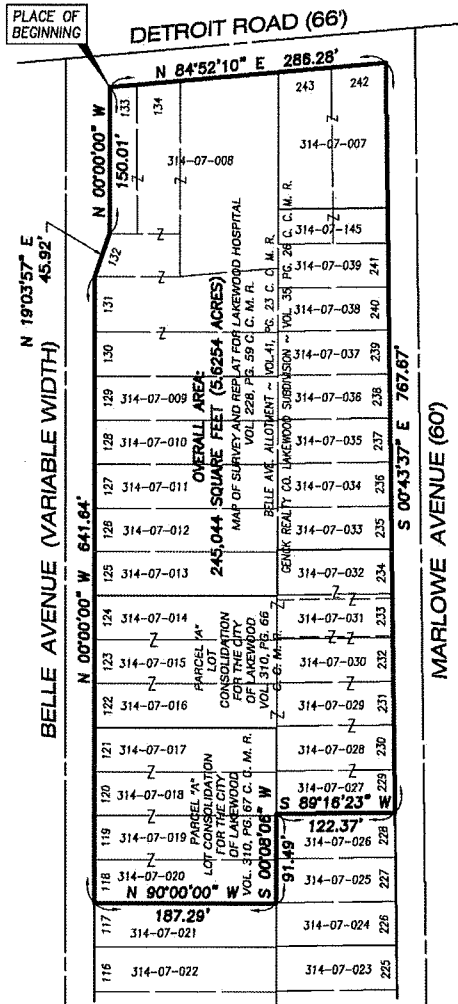


EXHIBIT OF FORMER LAKEWOOD HOSPITAL PROPERTY

SITUATED IN THE CITY OF LAKEWOOD, COUNTY OF CUYAHOGA, AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL ROCKPORT TOWNSHIP SECTION No. 22, FURTHER KNOWN AS BEING SUBLOT Nos. 242 AND 243 IN THE GENCK REALTY COMPANY'S LAKEWOOD SUBDIVISION AS SHOWN BY THE RECORDED PLAT IN VOLUME 35 OF MAPS, PAGE 26 OF CUYAHOGA COUNTY RECORDS; THE MAP OF SURVEY AND REPLAT FOR LAKEWOOD HOSPITAL AS SHOWN BY THE RECORDED PLAT IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS; PARCEL "A" IN THE LOT CONSOLIDATION FOR THE CITY OF LAKEWOOD AS SHOWN BY THE RECORDED PLAT IN VOLUME 310 OF MAPS, PAGE 66 OF CUYAHOGA COUNTY RECORDS; AND PARCEL "A" IN THE LOT CONSOLIDATION FOR THE CITY OF LAKEWOOD AS SHOWN BY THE RECORDED PLAT IN VOLUME 310 OF MAPS, PAGE 67 OF CUYAHOGA COUNTY RECORDS



NOTE: THIS EXHIBIT AND THE ACCOMPANYING LEGAL DESCRIPTION ARE TO BE USED FOR ENVIRONMENTAL PURPOSES ONLY, AND ARE NOT TO BE USED TO CONVEY REAL PROPERTY.

TITLE TO THE SUBJECT PREMISES CURRENTLY VESTED IN CITY OF LAKEWOOD, OHIO, A MUNICIPAL CORPORATION BY THE FOLLOWING INSTRUMENTS RECORDED IN CUYAHOGA COUNTY RECORDS:

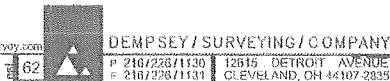
- (PPN 314-07-008): VOL. 3985, PG. 177
- (PPN 314-07-009): VOL. 5186, PG. 610
- (PPN 314-07-037): VOL. 6211, PG. 152
- (PPN 314-07-038): VOL. 6497, PG. 173
- (PPN 314-07-010): VOL. 6497, PG. 642
- (PPN 314-07-036): VOL. 6498, PG. 210
- (PPN 314-07-012): VOL. 6498, PG. 212
- (PPN 314-07-011): VOL. 6498, PG. 213
- (PPN 314-07-039): VOL. 6801, PG. 148
- (PPN 314-07-035): VOL. 6802, PG. 367
- (PPN 314-07-145): VOL. 6806, PG. 88
- (PPN 14-07-033): VOL. 6808, PG. 512
- (PPN 314-07-014): VOL. 6915, PG. 162
- (PPN 314-07-013): VOL. 10157, PG. 418
- (PPN 314-07-032): VOL. 11802, PG. 765
- (PPN 14-07-031): VOL. 11650, PG. 109 (1/2 interest); VOL. 11650, PG. 111 (1/2 interest).
- (PPN 314-07-030): VOL. 11826, PG. 221
- (PPN 314-07-015): VOL. 11900, PG. 729 (1/2 interest); VOL. 11900, PG. 731 (1/2 interest).
- (PPN 314-07-029): VOL. 15813, PG. 795
- (PPN 314-07-016): VOL. 15821, PG. 83
- (PPN 314-07-020): VOL. 83-287, PG. 899
- (PPN 314-07-017): VOL. 83-292, PG. 28
- (PPN 314-07-019): VOL. 84-1170, PG. 62
- (PPN 314-07-018, 314-07-027 & 314-07-028): AFN 200101260807
- (PPN 314-07-007): AFN 201602230181
- (PPN 314-07-034): VOL. 6497, PG. 17

THIS DRAWING IS BASED ON CUYAHOGA COUNTY RECORD INFORMATION ONLY. NO FIELD SURVEY HAS BEEN PERFORMED BY DEMPSEY SURVEYING COMPANY IN ITS PREPARATION. BEARINGS ARE BASED ON NORTH 00°00'00" WEST AS THE WESTERLY LINE OF BELLE AVENUE, AS SHOWN IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS.



Christopher J. Dempsey
CHRISTOPHER J. DEMPSEY
PROFESSIONAL SURVEYOR NO. 6914
DATE: JANUARY 8, 2020

www.dempseysurveying.com



FILE No. 9557
© 2020 DEMPSEY SURVEYING CO.

**Environmental Covenant
Former Lakewood Hospital**

**Attachment B – Legal Description and Plat Exhibit of the 2.09-Acre Area of
Property (which includes the Curtis Building) Subject to Engineering Controls**

www.dempseysurvey.com



DEMPSEY/SURVEYING/COMPANY

P 216/226/1130 13615 DETROIT AVENUE
F 216/226/1131 CLEVELAND, OH 44117-2655

LEGAL DESCRIPTION

**Portion of Former Lakewood Hospital Property subject to
Vapor Intrusion Engineering Control**

Situated in the City of Lakewood, County of Cuyahoga, and State of Ohio, and known as being part of Original Rockport Township Section No. 22, said premises being more particularly bounded and described as follows:

BEGINNING at the intersection of the southeasterly line of Detroit Avenue, 66 feet wide, and the westerly line of Marlowe Avenue, 60 feet wide;

Course No. 1: Thence South 00 degrees 43 minutes 40 seconds East along the westerly line of Marlowe Avenue, a distance of 492.93 feet to a point;

Course No. 2: Thence South 89 degrees 51 minutes 29 seconds West a distance of 201.11 feet to a point;

Course No. 3: Thence North 00 degrees 12 minutes 19 seconds West a distance of 414.72 feet to a point;

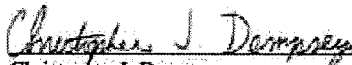
Course No. 4: Thence South 88 degrees 43 minutes 38 seconds East a distance of 83.71 feet to a point;

Course No. 5: Thence North 00 degrees 43 minutes 40 seconds West a distance of 70.34 feet to a point on the southeasterly line of the aforementioned Detroit Avenue;

Course No. 6: Thence North 84 degrees 52 minutes 10 seconds East along the southeasterly line of said Detroit Avenue, a distance of 114.00 feet to the Place of Beginning and containing 2.0858 Acres (90,859 Square Feet) of land, as described from record information by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on February 2, 2021.

Bearings are based on North 00 degrees 00 minutes 00 seconds West as the westerly line of Belle Avenue, as shown in Volume 228 of Maps, Page 59 of Cuyahoga County Records.

Note: This legal description and the accompanying exhibit are to be used for environmental purposes only, and are not to be used to convey real property.


Christopher J. Dempsey
Professional Land Surveyor No. 6914

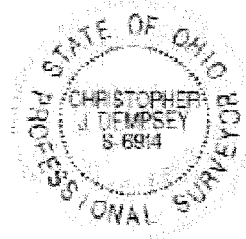
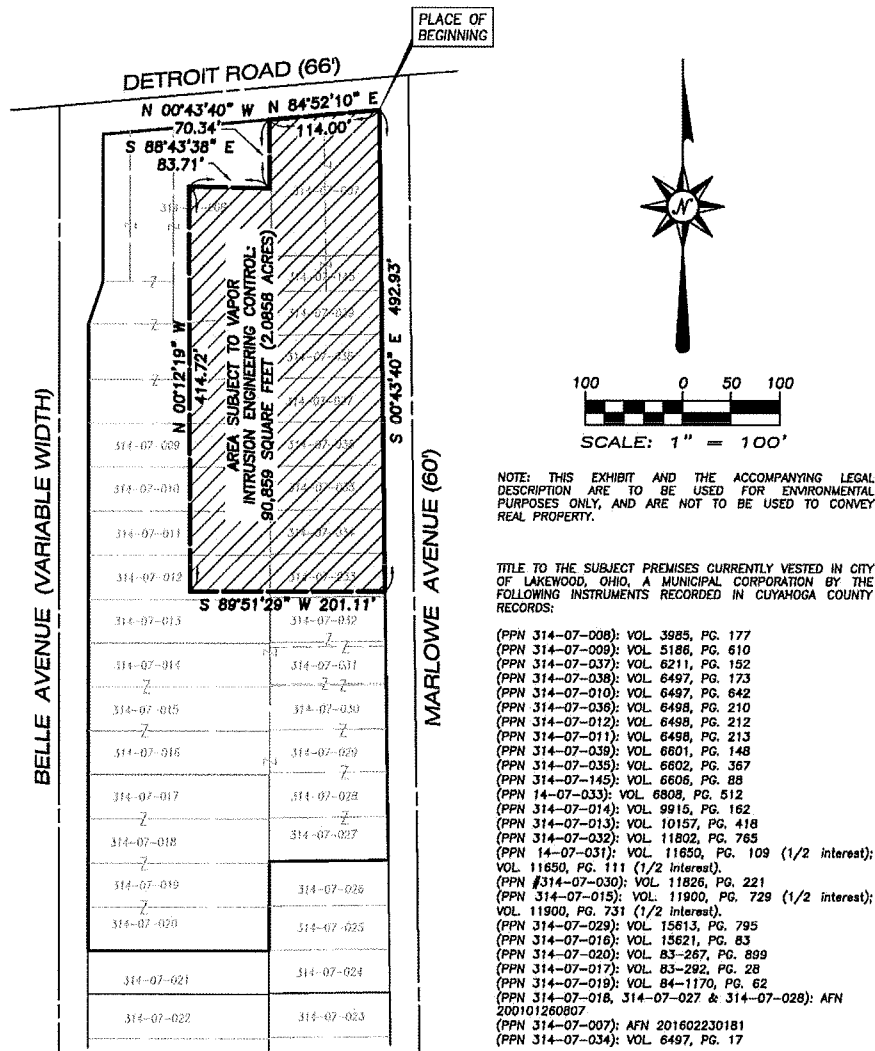
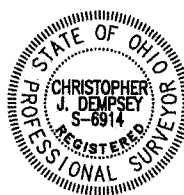


EXHIBIT OF
PORTION OF FORMER LAKEWOOD HOSPITAL PROPERTY
SUBJECT TO VAPOR INTRUSION ENGINEERING CONTROL
SITUATED IN THE CITY OF LAKEWOOD, COUNTY OF CUYAHOGA, AND STATE OF OHIO, AND
KNOWN AS BEING PART OF ORIGINAL ROCKPORT TOWNSHIP SECTION No. 22



Drawing File: W:\9500-9557\9557\EXHIBIT R1.dwg Feb 02, 2021 - 9:25am



THIS DRAWING IS BASED ON CUYAHOGA COUNTY RECORD INFORMATION ONLY. NO FIELD SURVEY HAS BEEN PERFORMED BY DEMPSEY SURVEYING COMPANY IN ITS PREPARATION. BEARINGS ARE BASED ON NORTH 00°00'00" WEST AS THE WESTERLY LINE OF BELLE AVENUE, AS SHOWN IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS.

Christopher J. Dempsey
CHRISTOPHER J. DEMPSEY
PROFESSIONAL SURVEYOR NO. 6914
DATE: FEBRUARY 2, 2021

www.dempsey-surveying.com



DEMPSEY SURVEYING COMPANY
P 216/226/1130 12815 DETROIT AVENUE
P 216/226/1131 CLEVELAND, OH 44107-2935

Director's Final Findings & Orders — Covenant Not to Sue

Former Lakewood Hospital Property

Page 16

Exhibit 5
O&M Agreement

OPERATION AND MAINTENANCE AGREEMENT
Between Ohio EPA and the City of Lakewood
Regarding the Former Lakewood Hospital Property, Lakewood, County, Ohio

This Operation and Maintenance Agreement ("Agreement") is entered into by the Director of the Ohio Environmental Protection Agency ("Director") and the City of Lakewood ("Owner" or "Volunteer"), pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300, known as the Ohio Voluntary Action Program. In consideration of the mutual covenants and subject to the terms and conditions of this Agreement, the parties agree as follows:

1. **NFA Letter / Property.** A no further action letter (NFA Letter No. 20NFA760) ("NFA Letter") under the Voluntary Action Program ("VAP"), was submitted to the Director on behalf of the City of Lakewood on June 15, 2020, by Jim C. Smith, a certified professional (Certified Professional No. 121). The NFA Letter addresses approximately 5.62-acres of real property located at 14519 Detroit Avenue, Lakewood, Cuyahoga County, Ohio ("Property"). The legal description of the Property is attached hereto as Attachment 1 and is incorporated into this Agreement by reference.
2. **O&M Plan / Modifications / Public Records Availability.** The NFA Letter includes an Operation and Maintenance Plan ("O&M Plan"). The term "O&M Plan" refers to the plan dated January 2, 2020 and revised March 29, 2021 that applies to a 2.09-acre portion of the Property, which includes the Curtis Building, (collectively the "Restricted Area"), as described by the O&M Plan. The O&M Plan is attached hereto as Attachment 2 and is incorporated into this Agreement by reference. Likewise, modifications approved (see Modifications Section of this Agreement) are incorporated into this Agreement by reference. The NFA Letter, O&M Plan and any modification, are available for review as public records for the Property, and a copy may be obtained by contacting Ohio EPA's Records Management Officer at Ohio EPA's Northeast District Office at 2110 East Aurora Road, Twinsburg, Ohio 44087, (330) 963-1200, or by searching Ohio EPA's e-documents portal at <http://epa.ohio.gov>.
3. **Agreement Requirement.** This Agreement is required pursuant to ORC 3746.10(C)(2) or 3746.12(A)(2) and OAC 3745-300-11.
4. **Remedy for the Property.** The remedy for the Property involves the following components:
 - a. **Remedies Performed.** Remedies performed to-date include asbestos abatement and universal waste removal from the building prior to

demolition, excavation and disposal of hazardous and non-hazardous soil at properly licensed facilities and applying a chemical oxidizer agent and concrete cap (a “mud mat”) over the area of impact, which are documented by the NFA Letter.

- b. **Risk Mitigation Measures.** A Risk Mitigation Plan (“RMP”) was prepared to detail the risk mitigation measures to be implemented during construction and excavation activities at the Property. Like the NFA Letter, the RMP is available for review as a public record.
- c. **Activity and Use Limitations.** Activity and use limitations are included in a proposed Environmental Covenant developed pursuant to ORC 5301.80 to 5301.92 and OAC 3745-300-11. Following the issuance of a covenant not to sue for the Property, the Environmental Covenant will be recorded pursuant to ORC 3746.14 as a deed record for the Property.
- d. **Engineering Controls.** Engineering controls will be relied upon in an approximate 2.09-acre portion of the site (the Restricted Area, as defined in the NFA Letter, O&M Plan and Environmental Covenant) to comply with applicable standards. Specifically: (i) a passive sub-slab depressurization system with an option for active system enhancement (as needed) for any newly constructed inhabitable structures; (ii) the current floor slab of the Curtis Building, which acts as a vapor barrier and infiltration barrier to prevent leaching to ground water; (iii) and a water filtration system to remove potential residual PCE contamination from storm water originating from the Restricted Area prior to discharge from the Property (as may be needed during construction activities).
- e. **Vapor Pathway Monitoring.** Monitoring of indoor air will continue at locations where sub-slab depressurization systems are installed and within the Curtis Building to evaluate the effectiveness of installed vapor mitigation systems and/or engineering controls at maintaining compliance with the applicable standards, as described in the O&M Plan.
- f. **Storm Water Monitoring.** Monitoring of storm water, influent, intermediary, and effluent will occur to evaluate whether water treatment will be necessary and, if so, determine the effectiveness of the water filtration system in maintaining compliance with the applicable standards, as described in the O&M Plan.
- g. **Future Remedial Activities.** New engineering controls or remedial activities may occur pursuant to the activity and use limitations for the

Property (e.g., building occupancy limitation – prior remedy or demonstration obligations) or with OAC 3745-300-11 allowable revision of current remedies. Such engineering controls shall be accounted for under a modification to the O&M Plan, consistent with the Modification Section of this Agreement.

5. **Engineering Controls, Vapor Pathway Monitoring and Storm Water Monitoring Subject to the O&M Plan.** The engineering controls, vapor pathway monitoring and storm water monitoring, as set forth in the Remedy for the Property Section of this Agreement, are part of the voluntary action remedy and must be implemented and maintained by the Owner in accordance with this Agreement and the O&M Plan. The remedial activities demonstrate that the Property will maintain compliance with applicable standards set forth in ORC Chapter 3746 and OAC Chapter 3745-300 and in the covenant not to sue issued pursuant to ORC 3746.12 for the Property ("Covenant Not to Sue").
6. **Implementation of O&M Plan and Verifying Compliance with Applicable Standards.** The Owner shall perform the engineering controls, vapor pathway monitoring and storm water monitoring in accordance with the O&M Plan, and perform all inspections, repairs, reporting, record keeping, demonstrations and other requirements in accordance with the O&M Plan.
7. **Property Access.** The Owner certifies that it has access to the Property sufficient to fully implement the O&M Plan and this Agreement. Further, upon transfer of the Property or portion thereof, Owner shall use best efforts to maintain such access.
8. **Recording of Agreement.** The Owner may record this Agreement as an exhibit to the Covenant Not to Sue, but the recording of this Agreement is not required by ORC 3746.14.
9. **Effect of Violation of this Agreement.** Failure to implement or maintain any remedial activities (including engineering controls under this Agreement or the O&M Plan or approved modification constitutes the failure to maintain an applicable standard in accordance with ORC 3746.12(B) and OAC Chapter 3745-300 and is subject to the process outlined in the Compliance Schedule Agreement Section of this Agreement. Failure to comply with this Agreement or approved modification or to implement or maintain any engineering control comprises noncompliance with this Agreement, which is subject to injunctive relief to correct the noncompliance.
10. **Financial Assurance.** The Owner shall ensure that reasonable and adequate funds in the amount of at least Nineteen Thousand Dollars (\$19,000) are available

to comply with this Agreement and the O&M Plan by providing financial assurance. For its financial assurance, the City of Lakewood has executed an affidavit to reflect the commitment of the Owner to set aside or budget annually at least Nineteen Thousand Dollars (\$19,000), a copy of which is attached hereto as Attachment 3. The City of Lakewood agrees to maintain this financial assurance or will execute and fund another comparable, acceptable financial assurance, and submit to Ohio EPA a copy of such financial assurance. Examples of acceptable financial assurance include a trust fund, a surety bond guaranteeing payment into a trust fund, a surety bond guaranteeing performance of this Agreement and the O&M Plan, a letter of credit, an insurance policy, the obligated party's financial assurance demonstration under VAP affidavit, an escrow account, or such other financial assurance as approved by Ohio EPA. In the event the amount or form of financial assurance provided herein is inadequate to comply with the terms of this Agreement, the Director may propose a modification of this paragraph pursuant to the Modification Section of this Agreement.

- 11. Notice to Prospective Property Transferees of Remedy Obligations.** At least fourteen (14) days prior to the execution of any sales contract or other document transferring ownership of any portion of the Property that is subject to this Agreement, whichever comes later, Owner shall provide written notice to the prospective Property transferee that the Property, or such portion of the Property, is subject to the Covenant Not to Sue and this Agreement.
- 12. Notice to the Director of Transfer of Property.** Within fourteen (14) days after a sale or other transfer of any portion of the Property that is subject to this Agreement, Owner shall provide written notice of the sale or to the Director that the Property. This notice shall be submitted to Ohio EPA and shall include:
 - a.** The name, address, and telephone number of each new property owner, and the name, title, address, email address, and telephone number of the new owner's contact person.
 - b.** A survey plat and legal description of the Property or such portion of the Property that was transferred. In the case of a transfer of a portion of the Property, include also a survey plat that depicts the boundary of the transferred portion of the Property in relation to the Property subject to this Agreement and the Covenant Not to Sue.
 - c.** The closing date of the transfer of ownership of the Property or such portion of the Property.

13. Option to Transfer this Agreement / Notice to Director. Pursuant to ORC 3746.14(C), the Owner may transfer this Agreement to any other person (the "Transferee") by assignment or in conjunction with the acquisition of title to the Property. Within fourteen (14) days after such transfer, the Owner shall provide written notice to the Director of the terms and conditions of the transfer of obligations of this Agreement and the O&M Plan ("Transfer Terms and Conditions"), by submitting:

- a. The name, address, and telephone number of the Transferee and the name, title, address, email address and telephone number of the contact person for the Transferee;
- b. A statement of the extent to which the Transferee has assumed the obligations of this Agreement and the O&M Plan;
- c. A copy of the legal instrument(s) that provide the Transfer Terms and Conditions; and
- d. A copy of the Transferee's proposed financial assurance that complies with the Financial Assurance Section of this Agreement, if the Transferee has assumed the financial assurance obligations of this Agreement and the O&M Plan. The Transferor's financial assurance shall remain effective until Ohio EPA approves in writing the Transferee's financial assurance and the Transferee's financial assurance is fully executed and funded.

Upon the Director's receipt of such notice of the Transfer Terms and Conditions in accordance with this Section of the Agreement, and Ohio EPA's approval of the Transferee's financial assurance, the Transferee shall be considered a party to this Agreement, in accordance with the Transfer Terms and Conditions.

14. Subparceling. Upon written notice submitted by the Owner to the Director, that one or more parcels of the Property have been divided or subparceled, this Agreement shall apply separately to each subdivided parcel subject to this Agreement upon the date of subdivision or the date of the submission of written notice, whichever occurs later. The Owner shall provide such written notice by submitting:

- a. The legal description of the subdivided parcels;
- b. A survey plat of the subdivided parcels;
- c. The date of the subdivision;

- d. A copy of the legal instrument(s) providing for the subdivision; and
- e. The name(s) of the new owner, if any, of the subdivided parcels.

Upon the written notice submitted pursuant to this Section, this Agreement shall be deemed to be amended, without modification of this Agreement, to identify the subdivided parcels of the Property. The Covenant Not to Sue shall remain in effect for any subdivided portion of the Property that continues to comply with the requirements of this Agreement and the applicable standards that form the basis of the Covenant Not to Sue. Any revocation of the Covenant Not to Sue for any parcel shall not be based solely on a finding that any other subdivided parcel of the Property no longer complies with the applicable standards or the requirements of this Agreement.

- 15. Document Submittals / Notifications to Parties.** All documents, including but not limited to notices and reports, required to be submitted by the Owner pursuant to this Agreement shall be identified by NFA Letter number 20NFA760 and addressed to the following persons:

For Ohio EPA:

Ohio EPA – Central Office
Division of Environmental Response and Revitalization
50 West Town Street
P.O. Box 1049
Columbus, OH 43216-1049
Attn: DERR Compliance Officer, Former Lakewood Hospital (20NFA760)

Electronic filings: records@epa.ohio.gov

and

Ohio EPA-Northeast District Office
Division of Environmental Response and Revitalization
2110 East Aurora Road
Twinsburg, OH 44087
Attn: DERR Site Coordinator for Former Lakewood Hospital (20NFA760)

For Owner:

The City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107
Attn: Director of Planning and Development

And

Robyn Minter Smyers
Thompson Hine
3900 Key Center
127 Public Square
Cleveland, OH 44114
215-566-5830

Any party may designate an alternative contact name or address upon written notification to any other party.

16. **Modification of this Agreement or O&M Plan.** This Agreement or the O&M Plan may be modified by agreement of the appropriate parties. Modifications of this Agreement shall be in writing, signed by the authorized representative of the Owner and by the Director, and shall be effective on the date signed by the Director. Modifications of the O&M Plan shall be submitted in writing to Ohio EPA, subject to approval by Ohio EPA, and effective upon written approval by Ohio EPA. Modifications to the plan or agreement shall include required updates to sampling, data evaluation, demonstration, and verification, as applicable, based on OAC 3745-300-11. Modifications may consist of a new O&M plan that replaces an O&M plan in its entirety or an O&M plan addendum. Ohio EPA reserves the right to require the submittal of a new NFA letter for a proposed modification that will result in the application of an applicable standard or land use different than that contained in the NFA Letter.
17. **Compliance Schedule Agreement.** Within thirty (30) days after the mailing of notice from the Director of a finding that the Property or a portion of the Property no longer complies with an applicable standard upon which the issuance of the Covenant was based, Owner shall notify the Director of its intention to return the Property or such portion of the Property to compliance with the applicable standards upon which the Covenant was based ("cure") and enter into a compliance schedule agreement with the Director for such cure, in accordance with ORC 3746.12(B).

18. **Compliance with Other Laws.** The Owner shall conduct all activities pursuant to this Agreement and the O&M Plan in compliance with all applicable local, state, and federal laws and regulations, including but not limited to requirements to obtain permits or authorizations. The Owner acknowledges that Ohio EPA's review and approval of any health and safety measures is limited to ensuring compliance with the requirements of ORC Chapter 3746 and OAC Chapter 3745-300 and does not extend to determining compliance with the Occupational Safety and Health Act, the regulations adopted under that act, or any obligation imposed by the Occupational Safety and Health Administration.
19. **Inspections by Ohio EPA.** The Owner shall allow the Director or his authorized representatives to perform inspections to determine compliance with this Agreement, the O&M Plan, or any modifications. Such inspections shall be consistent with ORC Chapter 3746 and OAC Chapter 3745-300, including but not limited to the reasonableness of inspection timing and frequency in accordance with ORC 3746.21.
20. **Program Costs for Monitoring Compliance with this Agreement.** The Owner shall reimburse Ohio EPA for the actual direct and indirect costs incurred by Ohio EPA in monitoring compliance with this Agreement pursuant to OAC 3745-300-03.
 - a. Ohio EPA will periodically submit to the Owner an itemized statement of its monitoring costs for the previous year(s). Monitoring costs include, but are not limited to, costs for reviewing submissions or reports required by this Agreement, conducting Property inspections, and corresponding with the Owner or its representative.
 - b. Within thirty (30) days of receipt of such itemized statement, the Owner shall remit payment for all of Ohio EPA's monitoring costs for the previous year(s). If the Owner disputes the accuracy of items on the itemized statement, a request for review of the statement may be made within thirty (30) days of receipt of the statement. After review, Ohio EPA will resubmit to the Owner an itemized statement with appropriate revisions. The Owner shall remit payment within fourteen (14) days of receipt of the resubmitted statement.
 - c. Unless Ohio EPA provides notice in writing of an electronic or alternative method for remitting payments, the Owner shall remit payments to Ohio EPA pursuant to this Section of the Agreement as follows:
 - i. Payment shall be made by an official (or certified) check made payable to "Treasurer, State of Ohio." The check shall be submitted

to Ohio EPA, Office of Fiscal Administration, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049.

- ii. A copy of the transmittal letter and check shall be sent to the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049.
 - iii. A copy of the transmittal letter and check shall be sent to the Records Management Officer, DERR, Ohio EPA, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049.
21. **Termination.** This Agreement shall terminate upon (a) revocation or voidance of the Covenant Not to Sue, (b) a demonstration, in accordance with OAC 3745-300-11 and the O&M Plan, that implementation of this Agreement and the O&M Plan is no longer necessary for the Property to comply with applicable standards, upon written acknowledgment of the demonstration by the Manager of the VAP, or (c) otherwise upon the written approval of the Director of the Ohio EPA.
22. **Waiver.** The Owner agrees that the terms and conditions of this Agreement are lawful and reasonable and agrees to comply with this Agreement. The Owner hereby waives its right to appeal the issuance of this Agreement and the terms and conditions of this Agreement, and hereby waives any and all rights it might have to seek judicial or administrative review of this Agreement either in law or equity. The Owner reserves its right to participate in any appeal by a third party to the Environmental Review Appeals Commission or to any court.
23. **Entire Agreement.** The terms and conditions of this Agreement, including the O&M Plan, constitute the entire agreement of the parties. No oral or written representation shall be binding unless approved as a modification of this Agreement pursuant to the Modification Section of this Agreement. The terms and conditions of this Agreement shall be interpreted consistent with ORC Chapter 3746 and OAC Chapter 3745-300.
24. **Authorized Signatories.** Each undersigned representative of a signatory to this Agreement represents that he or she is fully authorized to execute this Agreement and to legally bind such signatory to this Agreement.
25. **Effective Date.** Upon execution of this Agreement by both parties, this Agreement shall be a valid and binding obligation enforceable in accordance with its terms and conditions and effective upon the date of the Director's signature.

Operation and Maintenance Agreement
Former Lakewood Hospital – 20NFA760
Page 10

In witness whereof, the parties hereto have executed this Agreement.

THE CITY OF LAKEWOOD

By: Meghan F. George

Date: 11/29/21

Printed Name: Meghan F. George

Title: Mayor

Approved as to legal form.

James L. Guallow

James L. Guallow
Ehler Assistant Law Director
City of Lakewood

OHIO ENVIRONMENTAL PROTECTION AGENCY:

By: Laurie A. Stevenson

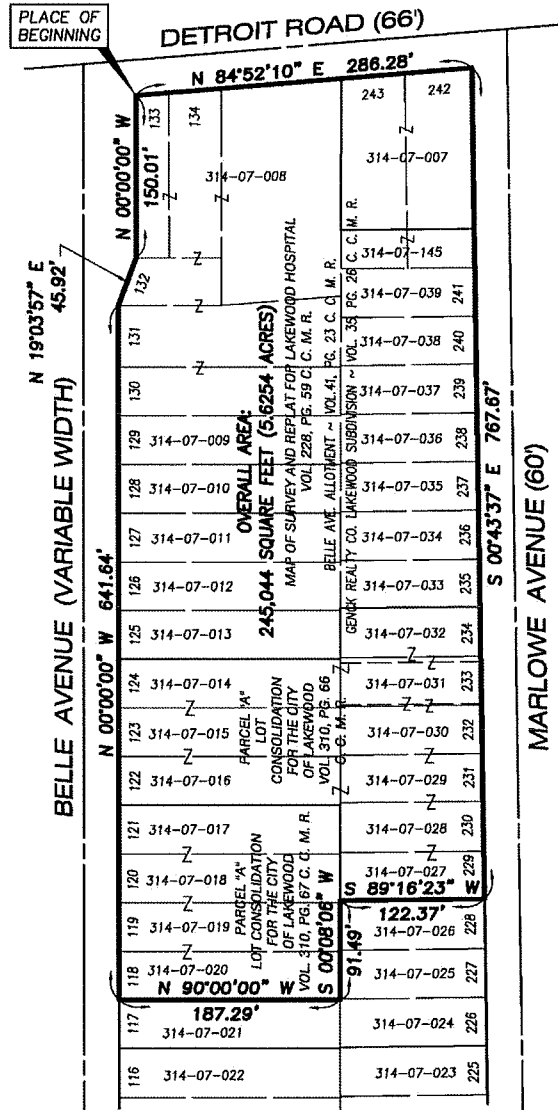
Date: 11/30/21

Laurie A. Stevenson
Director of Ohio EPA

ATTACHMENT 1
Property Legal Description

EXHIBIT OF FORMER LAKEWOOD HOSPITAL PROPERTY

SITUATED IN THE CITY OF LAKEWOOD, COUNTY OF CUYAHOGA, AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL ROCKPORT TOWNSHIP SECTION No. 22, FURTHER KNOWN AS BEING SUBLT Nos. 242 AND 243 IN THE GENCK REALTY COMPANY'S LAKEWOOD SUBDIVISION AS SHOWN BY THE RECORDED PLAT IN VOLUME 35 OF MAPS, PAGE 26 OF CUYAHOGA COUNTY RECORDS; THE MAP OF SURVEY AND REPLAT FOR LAKEWOOD HOSPITAL AS SHOWN BY THE RECORDED PLAT IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS; PARCEL "A" IN THE LOT CONSOLIDATION FOR THE CITY OF LAKEWOOD AS SHOWN BY THE RECORDED PLAT IN VOLUME 310 OF MAPS, PAGE 65 OF CUYAHOGA COUNTY RECORDS; AND PARCEL "A" IN THE LOT CONSOLIDATION FOR THE CITY OF LAKEWOOD AS SHOWN BY THE RECORDED PLAT IN VOLUME 310 OF MAPS, PAGE 67 OF CUYAHOGA COUNTY RECORDS



NOTE: THIS EXHIBIT AND THE ACCOMPANYING LEGAL DESCRIPTION ARE TO BE USED FOR ENVIRONMENTAL PURPOSES ONLY, AND ARE NOT TO BE USED TO CONVEY REAL PROPERTY.

TITLE TO THE SUBJECT PREMISES CURRENTLY VESTED IN CITY OF LAKEWOOD, OHIO, A MUNICIPAL CORPORATION BY THE FOLLOWING INSTRUMENTS RECORDED IN CUYAHOGA COUNTY RECORDS:

(PPN 314-07-008): VOL. 3985, PG. 177
 (PPN 314-07-009): VOL. 5186, PG. 610
 (PPN 314-07-037): VOL. 6211, PG. 152
 (PPN 314-07-038): VOL. 6497, PG. 173
 (PPN 314-07-010): VOL. 6497, PG. 642
 (PPN 314-07-036): VOL. 6498, PG. 210
 (PPN 314-07-012): VOL. 6498, PG. 212
 (PPN 314-07-011): VOL. 6498, PG. 213
 (PPN 314-07-039): VOL. 6601, PG. 148
 (PPN 314-07-035): VOL. 6602, PG. 367
 (PPN 314-07-145): VOL. 6606, PG. 88
 (PPN 14-07-033): VOL. 6808, PG. 512
 (PPN 314-07-014): VOL. 9915, PG. 162
 (PPN 314-07-013): VOL. 10157, PG. 418
 (PPN 314-07-032): VOL. 11802, PG. 765
 (PPN 14-07-031): VOL. 11650, PG. 109 (1/2 interest);
 VOL. 11650, PG. 111 (1/2 interest);
 (PPN #314-07-030): VOL. 11826, PG. 221
 (PPN 314-07-015): VOL. 11900, PG. 729 (1/2 interest);
 VOL. 11900, PG. 731 (1/2 interest);
 (PPN 314-07-029): VOL. 15613, PG. 795
 (PPN 314-07-016): VOL. 15621, PG. 83
 (PPN 314-07-020): VOL. 83-267, PG. 899
 (PPN 314-07-017): VOL. 83-292, PG. 28
 (PPN 314-07-019): VOL. 84-1170, PG. 62
 (PPN 314-07-018, 314-07-027 & 314-07-028): AFN 200101260807
 (PPN 314-07-007): AFN 201602230181
 (PPN 314-07-034): VOL. 6497, PG. 17

THIS DRAWING IS BASED ON CUYAHOGA COUNTY RECORD INFORMATION ONLY. NO FIELD SURVEY HAS BEEN PERFORMED BY DEMPSEY SURVEYING COMPANY IN ITS PREPARATION. BEARINGS ARE BASED ON NORTH 00°00'00" WEST AS THE WESTERLY LINE OF BELLE AVENUE, AS SHOWN IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS.



Christopher J. Dempsey
 CHRISTOPHER J. DEMPSEY
 PROFESSIONAL SURVEYOR NO. 6914
 DATE: JANUARY 8, 2020

www.dempseysurveying.com



DEMPSEY / SURVEYING / COMPANY
 P 216/226/1130 12815 DETROIT AVENUE
 F 216/226/1131 CLEVELAND, OH 44107-2835



LEGAL DESCRIPTION Former Lakewood Hospital Property

Situated in the City of Lakewood, County of Cuyahoga, and State of Ohio, and known as being part of Original Rockport Township Section No. 22, further known as being Sublot Nos. 242 and 243 in the Genck Realty Company's Lakewood Subdivision as shown by the recorded plat in Volume 35 of maps, Page 26 of Cuyahoga County Records; the Map of Survey and Replat for Lakewood Hospital as shown by the recorded plat in Volume 228 of Maps, Page 59 of Cuyahoga County Records; Parcel "A" in the Lot Consolidation for the City of Lakewood as shown by the recorded plat in Volume 310 of Maps, Page 66 of Cuyahoga County Records; and Parcel "A" in the Lot Consolidation for the City of Lakewood as shown by the recorded plat in Volume 310 of Maps, Page 67 of Cuyahoga County Records, said premises being more particularly bounded and described as follows:

BEGINNING at the intersection of the southeasterly line of Detroit Avenue, 66 feet wide, and the easterly line of Belle Avenue, of variable width;

Course No. 1: Thence North 84 degrees 52 minutes 10 seconds East along the southeasterly line of Detroit Avenue, a distance of 286.28 feet to its intersection with the westerly line of Marlowe Avenue, 60 feet wide;

Course No. 2: Thence South 00 degrees 43 minutes 37 seconds East along the westerly line of Marlowe Avenue, a distance of 767.67 feet to a southeasterly corner of Parcel "A" in the aforementioned Volume 310 of Maps, Page 67 of Cuyahoga County Records;

Course No. 3: Thence South 89 degrees 16 minutes 23 seconds West along a southerly line of said Parcel "A", a distance of 122.37 feet to an internal corner thereof;

Course No. 4: Thence South 00 degrees 08 minutes 06 seconds West along an easterly line of said Parcel "A", a distance of 91.49 feet to a southeasterly corner thereof;

Course No. 5: Thence North 90 degrees 00 minutes 00 seconds West along a southerly line of said Parcel "A", a distance of 187.29 feet to its intersection with the easterly line of the aforementioned Belle Avenue;

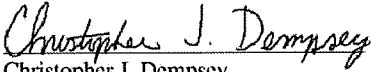
Course No. 6: Thence North 00 degrees 00 minutes 00 seconds West along the easterly line of said Belle Avenue, a distance of 641.64 feet to an angle therein;

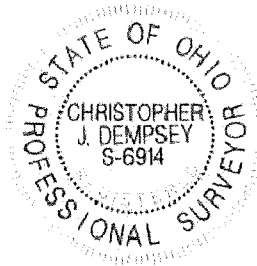
Course No. 7: Thence North 19 degrees 03 minutes 57 seconds East along the easterly line of said Belle Avenue, a distance of 45.92 feet to an angle therein;

Course No. 8: Thence North 00 degrees 00 minutes 00 seconds West along the easterly line of said Belle Avenue, a distance of 150.01 feet to the Principal Place of Beginning and containing 5.6254 Acres (245044 Square Feet) of land, as describe from record information by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on January 8, 2020.

Bearings are based on North 00 degrees 00 minutes 00 seconds West as the westerly line of Belle Avenue, as shown in Volume 228 of Maps, Page 59 of Cuyahoga County Records.

Note: This legal description and the accompanying exhibit are to be used for environmental purposes only, and are not to be used to convey real property.


Christopher J. Dempsey
Professional Land Surveyor No. 6914



ATTACHMENT 2
O&M Plan



1000 S. Cleveland-Massillon Road
Suite 106
Akron, Ohio 44333

Phone: (330) 668-4600
Fax: (330) 668-8464
E-mail: brg@brgroupinc.com
Website: www.brgroupinc.com

OPERATION AND MAINTENANCE PLAN

for the:

**Former Lakewood Hospital
14519 Detroit Avenue
Lakewood, Cuyahoga County, Ohio**

Volunteer & Property Owner

City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107

NFA Letter Issued by: VAP Certified Professional Jim C. Smith, CP-121
Brownfield Restoration Group, LLC
1000 S. Cleveland Massillon Road, Suite 106
Akron, Ohio 44333
330-668-4600

January 9, 2020
Revised March 29, 2021



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FIGURES

Figure 1	Topographic Site Location Map
Figure 2	NFA Property Boundary Map
Figure 3	Limits of Property Subject to Engineering Controls and O&M

APPENDICES

Appendix A	Legal Description of Engineering Controls
Appendix B	O&M Inspection Form
Appendix C	Projected Five-Year O&M Cost Estimate



1.0 Purpose of the Operation and Maintenance Plan (OAC 3745-300-11(F)(1)(a))

The purpose of this operation and maintenance (O&M) plan is to ensure this property maintains compliance with Ohio EPA Voluntary Action Program (VAP) applicable standards through the remedial activities described herein. The remedial activities described in this operation and maintenance plan pertain to a 2.09-acre portion of the Property as shown in Figure 3. The activities in this O&M Plan are intended to:

- ☐ Operate and monitor an active remedial system/remedy
- ☒ Maintain and monitor engineering controls
- ☒ Monitor passive remediation via sampling events
- ☐ Other(s)

The Property is approximately 5.62-acres that is currently characterized by recent demolition and preparation for redevelopment activities. Demolition work and site preparation was completed by the end of 2019. The Property has historically been used for hospital-related activities since approximately 1920 and had been subject to multiple stages of growth throughout its decades of use. During demolition activities, tetrachloroethylene (PCE) was found beneath the basement floor in the eastern-most segment of the former hospital building. This area corresponds to the former laundry portion of the hospital operations and it is believed that the source of the PCE is likely from dry-cleaning operations related to the laundry services performed at this location.

Figure 1 shows the Property location on a USGS topographic map. Figure 2 provides the boundaries of NFA Property.

2.0 Identification of Remedial Activities Subject to the O&M Plan (OAC 3745-300-11(F)(1))

Remedial activities subject to this O&M plan consist of the mitigation of tetrachloroethylene (PCE) vapor intrusion through a passive sub-slab depressurization (SSD) system; an infiltration barrier impeding soil leaching to ground water of PCE; and treatment of storm water impacted by residual PCE prior to discharge to sanitary or storm water sewers. Figure 3 shows limits of the portion of the Property subject to the engineering controls to be implemented at the Property. The vapor mitigation system engineering control will be installed during construction of any on-site inhabitable structures planned during site redevelopment. The infiltration barrier is characterized by the existing Curtis Block building floor slab located in the northeast corner of the Property. A storm water treatment system shall be installed and operated at the site during redevelopment activities as may be needed to meet applicable standards for storm water discharge. It is anticipated that the storm water treatment system will no longer be required upon completion of redevelopment construction activities at the site. A legal description of the portions of the Property affected by engineering controls is provided in Attachment A.



3.0 Description and Purpose of the Remedial Activities Subject to the O&M Plan (OAC 3745-300-11(F)(1)(b))

Vapor Mitigation Systems

An SSD system will be installed in any newly constructed inhabitable structure within any portion of the area subject to engineering control (see Figure 3) where elevated levels of PCE were encountered and removed from the subsurface during demolition activities. PCE is the primary COC targeted for remediation through SSD; however, the SSD systems will also mitigate any other vapor related COCs that may be present below the floor slab. Pre-remedial levels of PCE encountered beneath the former hospital basement floor were detected at up to 5,900 mg/kg in the soil/shale and 200,000 µg/l in water that came into contact with the impacted soil/shale. Free product and hazardous levels of PCE waste were removed from the PCE-impact area of the site.

The purpose of the SSD system is to provide a preferential pathway for any vapors that may collect beneath the floor slab of any new inhabitable structure built within the area subject to engineering control (see Figure 3). The vapors collected in the system's piping will be vented through an exhaust stack and discharged above the roofline of the structure. It is anticipated that a passive venting system will be adequate to prevent vapor intrusion to indoor air; however, the SSD system will be designed and installed such that active venting can be readily implemented by installing exhaust fans in the stack, if required in order to meet applicable standards.

Soil vapor sampling conducted beneath the floor slab of the Curtis Block building indicates elevated concentrations of PCE above residential VISL risk goals at sampling location Sub-Slab 6. Co-located indoor air sampling conducted over multiple sampling events demonstrates that PCE and other targeted COCs meet their applicable Ohio VAP residential generic indoor air standards. Under existing site conditions, the floor slab of the Curtis Block building is functioning as a vapor intrusion barrier. The floor slab of the Curtis Block building must be maintained as a vapor intrusion barrier, or in its absence an alternative vapor intrusion remedy must be installed (e.g., SSD system) or a demonstration of compliance with applicable standards shall be made.

Infiltration Barrier

Soil vapor sampling conducted beneath the floor slab of the Curtis Block building indicates elevated concentrations of PCE above residential VISL risk goals at sampling location Sub-Slab 6; however, PCE concentrations measured in soil vapor along the downgradient perimeter of the building demonstrate that soil vapor is not migrating off-Property above applicable VISL risk goals. While difficult to quantify, the floor slab of the Curtis Block building may be functioning as an infiltration barrier preventing further soil leaching of PCE into ground water and assisting in mitigating the off-Property ground water vapor intrusion pathway. The Curtis Block building or another equivalent impermeable surface (e.g., paved lot) must be maintained in this area of the Property as an infiltration barrier.



Storm Water Treatment System

Storm water that comes into contact with residual PCE contamination within the PCE-impacted portion of the site may become contaminated with PCE. Remedial actions conducted during demolition and development site preparation have removed contaminated materials encountered. Furthermore, a lean concrete layer (i.e., mud mat) has been emplaced over the entire hospital basement footprint. This mud mat serves as a barrier to separate storm water from contact with potential residual PCE below, but storm water may still be impacted within this area if water permeates or bypasses the barrier due to; 1) cracks, seams, or fissures in the barrier; or 2) removal of the mud mat barrier during future construction activities related to site redevelopment.

The purpose of the storm water treatment system is to remove PCE from the storm water (if monitoring indicates its presence) prior to discharging the water to sanitary or storm water sewers. If monitoring samples of storm water demonstrate that PCE concentrations are below acceptable levels, then treatment of the water will not be required.

4.0 Applicable Standards Subject to the O&M Plan (OAC 3745-300-11(F)(1)(a) and (OAC 3745-300-11(F)(1)(c)(v))

The applicable VAP standards subject to this O&M plan consist of residential indoor air standards and those required for storm water discharge by the local waste water treatment plant (sanitary sewer) or stipulated by EPA NPDES permitting (storm sewer).

Table 1: Applicable Standards and Remedial Activities Subject to the O&M Plan

Remedial Activity	Media	Point of compliance	Exposure Pathway	Receptor	Chemicals of concern	Applicable Standards
Sub Slab Depressurization Systems and Existing Floor Slab Vapor Barrier	Soil Vapor	Indoor Air	Inhalation	Residents and C/I workers	PCE	VAP Residential indoor air standard for PCE (42 µg/m ³)
Existing Floor Slab (Curtis Building) Infiltration Barrier	Soil and Ground Water	Downgradient Property Boundary	Ground Water Vapor Intrusion/ Inhalation	Off-Property Residents and C/I workers	PCE	VAP Residential indoor air standard for PCE (42 µg/m ³)
Storm Water Treatment System	Storm Water	Point of Discharge from Site	Storm Water Migration	Waters of the State	PCE	NPDES / Local Waste Water Treatment Plant



5.0 Evaluating the Effectiveness of the Remedial Activities (OAC 3745-300-11(F)(1)(c))

5.1 Purpose and General Description of the Activities to Evaluate the Effectiveness of the Remedial Activities

A Central Management Entity (CME) will be designated to be responsible for implementation and continued monitoring of the effectiveness of all remedial activities. The City of Lakewood, as the owner and Volunteer for the Property, will initially serve as the CME. After development, this role may be transferred to a business entity with interest in the ongoing use, maintenance, and management of the buildings and/or operations on the Property. To establish the effectiveness of engineering controls, verification sampling to ensure compliance with applicable standards and inspections to confirm proper system operation and integrity will be performed as described in the following summaries.

Vapor Mitigation System

Verification vapor sampling of indoor air must be performed to confirm the effectiveness of the SSD system in meeting applicable standards prior to building occupancy. The verification must consist of at least two rounds of vapor sampling conducted at least 30 days apart. If confirmation monitoring determines that passive venting is insufficient to mitigate indoor air vapor intrusion, exhaust fans will be installed in the ventilation stacks and continuously operated. If exhaust fans are required to be installed, verification sampling (at least two rounds a minimum of 30 days apart) must be repeated after fan installation to demonstrate compliance with applicable standards prior to building occupancy.

The SSD system, whether passive or active, will be inspected for proper operation on a regular basis. A passive system will require inspection on a frequency not less than annually. An active system will require inspection at a frequency of not less than monthly and an alarm to alert the CME of a system failure.

Vapor Intrusion/Infiltration Barrier

The existing Curtis Block building floor slab is functioning as a barrier to vapor intrusion and also possibly soil leaching. The floor slab shall be inspected on a frequency not less than annually to ensure it remains in good condition and continues to serve as an effective barrier.

Storm Water Treatment System

The storm water treatment system will require a minimum of weekly inspections during periods of continual use to demonstrate effectiveness. Influent, intermediary, and effluent samples of the current carbon filtration system will be required to document that PCE concentrations are being sufficiently removed from the water. Results of these



analyses will determine if continued treatment system operation is needed to meet applicable standards.

Inspections will be recorded on the engineering control inspection form provided in Appendix B to document the findings of the inspections. Analytical results of monitoring samples will be included in the documentation and demonstration of system effectiveness.

5.2 Monitoring and Data Collection Activities and Schedules

Vapor Mitigation Systems

Continued effectiveness of the SSD systems and the floor slab of the Curtis Block building for maintaining compliance with applicable standards for PCE will be determined through analytical testing of indoor air. Analytical testing must be completed by a VAP-certified laboratory for the target parameters (i.e., VOCs including PCE). Sampling for PCE in indoor air requires a laboratory supplied 6L stainless steel Summa canister equipped with a calibrated 24-hour flow valve regulator. Indoor air samples should be properly documented on a laboratory chain of custody form for VOC analysis by Method TO-15.

Indoor air monitoring demonstrating compliance with applicable standards at locations where SSD systems are installed will be conducted upon completion of the system installation and subsequent indoor air monitoring will be performed on an annual basis. Annual indoor air sampling will also be conducted within the Curtis Block building to confirm the floor slab's continued effectiveness for achieving compliance with applicable indoor air standards. Analytical testing results will be reported at least annually to the Ohio EPA, or on an as-needed basis dependent upon the concentrations determined. If indoor air sampling indicates that applicable standards are not being met, notification will be provided to Ohio EPA within 30 days of that determination.

Storm Water Treatment System

Determination of whether or not the storm water requires treatment will be based on sampling and analysis of storm water collected within the sumps of the basin located in the footprint of the former hospital. If such sampling and analyses demonstrate that applicable storm water standards are met for discharges to storm or sanitary sewers, then the system will not need to be operated prior to discharging the water. This monitoring sampling must be conducted on at least a monthly basis, unless site conditions change (e.g., construction activities breach the mud mat barrier in the PCE-impacted area - see Figure 3), in which case the monitoring samples shall be obtained after each such change in conditions. After the treatment system is activated, treatment of storm water must continue until a subsequent sampling event indicates that the storm water is no longer impacted by PCE. Effectiveness of the storm water treatment system during operation will be determined through sampling and analysis of influent, intermediary (between



carbon vessels), and effluent samples of the treatment system on a weekly basis.

6.0 Operation and Maintenance of the Remedial Activities Subject to the O&M Plan (OAC 3745-300-11(F)(1)(b) and (OAC 3745-300-11(F)(1)(d))

The implementation of all remedial actions subject to the O&M Plan and ongoing compliance with applicable standards, as described in the following summaries, will be the responsibility of the CME.

A). Operation Tasks and Schedules:

To the extent that the SSD system is found to sufficiently meet applicable standards in a passive mode, no activities will be required to operate this system. If the SSD system is required to be converted to active mode by the operation of exhaust fans installed in the venting stacks, then the blowers will require continuous operation in order to maintain effective vapor intrusion control. Additionally, to the extent that the Curtis Building floor slab barrier is found to continue to meet applicable indoor air standards, then no activities will be required to operate this control.

During operation, the storm water treatment system must be inspected daily for leaks, the need for bag filter change-out, and proper pressure and water flow through the system.

B). Maintenance Tasks and Schedules

If the SSD system is operated in passive mode, then little maintenance will be required. Inspections to ensure the structural integrity of the vent stacks and unobstructed exhaust outlets will be required.

Proper operation of the SSD system in active mode relies on the continuous operation of the electrically powered blowers that actively vent the sub-slab vapors to the atmosphere. Required maintenance consists of following manufacturer's recommendations for blower operation and timely repair or replacement of blowers as may be necessary. The piping component of the SSD system is relatively passive and is only expected to require repair due to pipe severing or rupture (most likely the result of accidental interference from other facility operations).

Little maintenance is contemplated for the floor slab vapor intrusion/infiltration barrier. Inspections for cracks, subsidence, and overall integrity of the floor slab shall be conducted to ensure its continued effectiveness.



Storm water treatment system maintenance will entail carbon vessel change out on a schedule dictated by the results of the weekly system sampling (during continuous operation). The carbon vessels will be connected in series. When 'breakthrough' occurs on the first carbon vessel in the series, that carbon vessel will be removed from the system and the next carbon vessel will take its place as the primary vessel. A new carbon vessel will be placed in the last (i.e., effluent) position in the series. This arrangement ensures that a fresh carbon vessel will always be in the 'polishing' position immediately prior to clean discharge from the system.

Repairs to any of the engineering controls, as may be necessary, will be made within 30 days of discovery. A five-year projection of the costs associated with the operation and maintenance of the of the remedial systems outlined in this O&M Plan is provided in Appendix C.

7.0 Adjustments to Normal Operation and Maintenance (OAC 3745-300-11(F)(1)(e))

Vapor Mitigation Systems

The SSD system operating in passive mode and the vapor intrusion floor slab barrier will not require maintenance or adjustments. Adjustments to convert the SSD system from passive to active, as may be necessary if monitoring indicates that passive venting is insufficient to meet and maintain applicable indoor air standards, will consist of the installation of continuously operated blowers in the exhaust stacks.

If exhaust fans are installed to convert to active mode, the fans must be connected to an alarm system that will alert the CME if the system fails. Based on seasonality, outdoor ambient air temperature, and fan motor wear, the potential exists that slight modifications to the SSD systems could be required to maintain the appropriate air flow. Ventilation air flow can be controlled by the in-line valves installed in the system piping. Because vapors are continuously being removed from beneath the building and the mass balance of the chlorinated solvent source area is thereby continuously diminishing, the air flow rate through the system should not require adjustment to maintain system effectiveness. However, such adjustments can be readily made in the unlikely event that they are required.

If significant adjustments or repairs to the SSD system are required, indoor air sampling to verify compliance with applicable standards must be conducted upon completion of the adjustment/repair. If verification sample results indicate that applicable standards are not met, then additional adjustment/repair must be performed, and subsequent verification sampling conducted until it is confirmed that the system is mitigating the vapor intrusion effectively and reliably.



Storm Water Treatment System

Adjustments to normal operation of the storm water treatment system could entail the following:

- Increasing flow rates to accommodate more rapid evacuation of storm water or decreasing rates to extend carbon contact time with contaminated water and enhance PCE removal efficiency;
- Increase or decrease carbon vessel size depending on the useful life (i.e., time until breakthrough) experienced; and
- Adding or subtracting surge tank capacity depending on the ability of the system to handle peak production of storm water generation and maintain sufficient storm water removal to facilitate construction activities.

The need for adjustments of this nature will depend on the findings of ongoing evaluation of system performance during treatment system operation.

8.0 Identifying and Addressing Potential Problems with the Remedial Activities Subject to the O&M Plan (OAC 3745-300-11(F)(1)(f))

Vapor Mitigation Systems

Visual inspections will reliably identify potential problems with the SSD system operating in passive mode. If the SSD system is required to be operated in active mode, an alarm system to warn of system failure (i.e., loss of air flow through an exhaust stack) will be required in addition to regular visual inspections. Addressing problems will consist of repairing the structural integrity of the engineering control (SSD system in passive mode) or restoring air flow through the exhaust stack in an active SSD system. Loss of exhaust air flow will likely be due to loss of electrical power, exhaust fan failure, or obstruction to the venting outlet. Accordingly, addressing the problem will likely require restoration of electrical power, replacement of a failed fan motor, or removal of an obstruction or repair of the structural integrity of the exhaust stack.

Results of annual indoor air sampling will be the primary method for determining potential problems with the floor slab vapor intrusion barrier. If the floor slab is found to be ineffective in preventing vapor intrusion during future occupancy, then an alternative engineering control remedy will be needed (e.g., retro-fitted SSD system in the Curtis Building).

Storm Water Treatment System

The daily inspections and weekly monitoring sampling and analyses will identify problems with system performance. Surge tanks that can receive and hold potentially impacted storm water until problems with the treatment system can be rectified will permit



construction area dewatering to continue even while problems that may be identified with the treatment system are addressed.

9.0 Record Keeping (OAC 3745-300-11(F)(1)(g))

The CME will maintain an active log documenting upkeep and any maintenance activities performed on the engineering controls throughout the year. At a minimum, the log will include the date of discovery of any system breaches or component malfunctions, a description of the location, type, and condition of the breach/component malfunction, and a description of the repairs, and the corresponding dates. The owner will also keep record of any modifications or improvements to the engineering controls.

Records described above will be presented in the annual report to the Ohio EPA described in Section 10.0.

10.0 Reporting on Operation and Maintenance Plan Activities (OAC 3745-300-11(F)(2))

Following issuance of a no further action letter, the CME assuming responsibility for implementation of this O&M Plan will submit a report annually to the Ohio EPA Director, under affidavit, on March 1st beginning the year following issuance of the covenant not to sue. The report will include the following:

- Results from all remedy effectiveness evaluation activities;
- A demonstration of the performance of all remedial activities subject to the O&M plan;
- A demonstration of how compliance with applicable standards is being met or maintained, including the measures used to maintain the remedy's protectiveness of public health and safety and the environment;
- A projection of yearly costs for implementation of the O&M Plan for the next year based on the costs incurred during the previous year of O&M activities; and
- Confirmation that the remedial activities remain necessary to achieve or maintain applicable standards at the property, or verification conducted in accordance with OAC 3745-300-11(2) that some or all of the remedial activities are no longer needed for the property to comply with applicable standards.

11.0 Termination of the Operation and Maintenance Plan (OAC 3745-300-11(E)(2))

Vapor Mitigation Systems

The engineering controls implemented at the site to mitigate the vapor intrusion pathway



can be terminated upon demonstrating that the environmental media being mitigated meets applicable VAP standards for the Property without the benefit of the engineering control. For the SSD system operating in passive mode, this demonstration may entail the closing of the valves on the exhaust stacks for a period of at least one week and then conducting sub-slab vapor sampling. Sub-slab vapor sampling will also be needed to demonstrate that the floor slab of the Curtis Block building is no longer needed as a vapor intrusion barrier. If the results of such sampling demonstrate that sub-slab vapors are not present or only present at levels that do not exceed an acceptable risk for indoor air vapor intrusion, then a petition for the termination of a vapor intrusion engineering control may be made.

Infiltration Barrier

The existing floor slab of the Curtis Block building is designated as an infiltration barrier engineering control preventing PCE from leaching to ground water. Termination of the infiltration barrier within the footprint of the Curtis Building will require a demonstration that without the benefit of the barrier, residual PCE in the soil at that location will not leach to ground water at levels that will cause applicable vapor intrusion standards to be exceeded at the Property boundary.

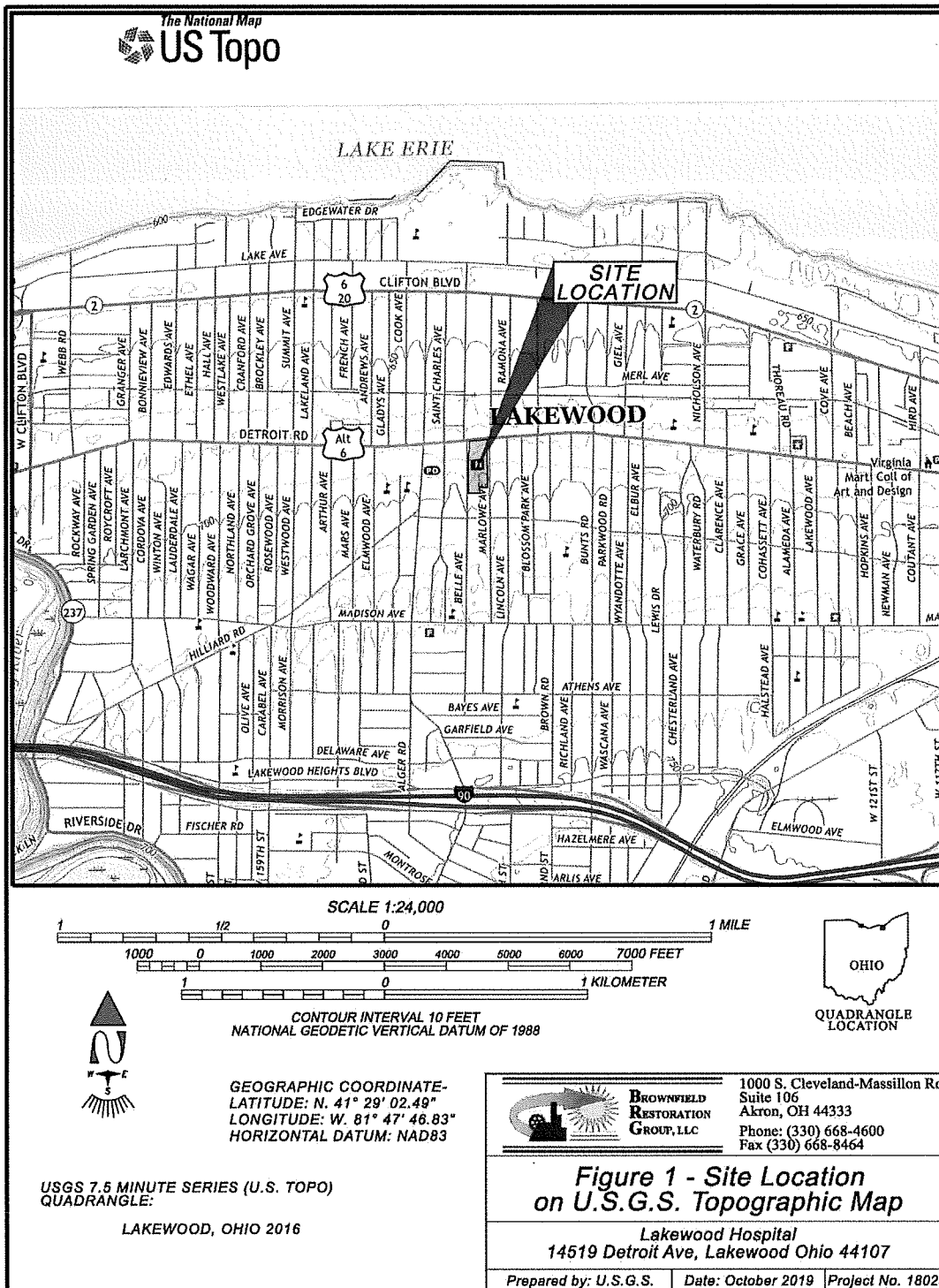
Storm Water Treatment System

The storm water treatment system operation can be terminated when sampling and analysis of storm water in the PCE impact area demonstrates that PCE concentrations meet applicable discharge requirements without the benefit of treatment. Prior to and during construction, this termination may be temporary (until redevelopment construction activity disrupts the mud mat barrier currently in place at the site) and periodic (during construction depending on activities being performed and storm water management practices that may minimize storm water generation in the PCE-impacted area). However, final termination of the storm water treatment system is not anticipated until new construction over the PCE-impacted area prevents storm water contact with potential residual pockets of PCE contamination within the shale bedrock below.

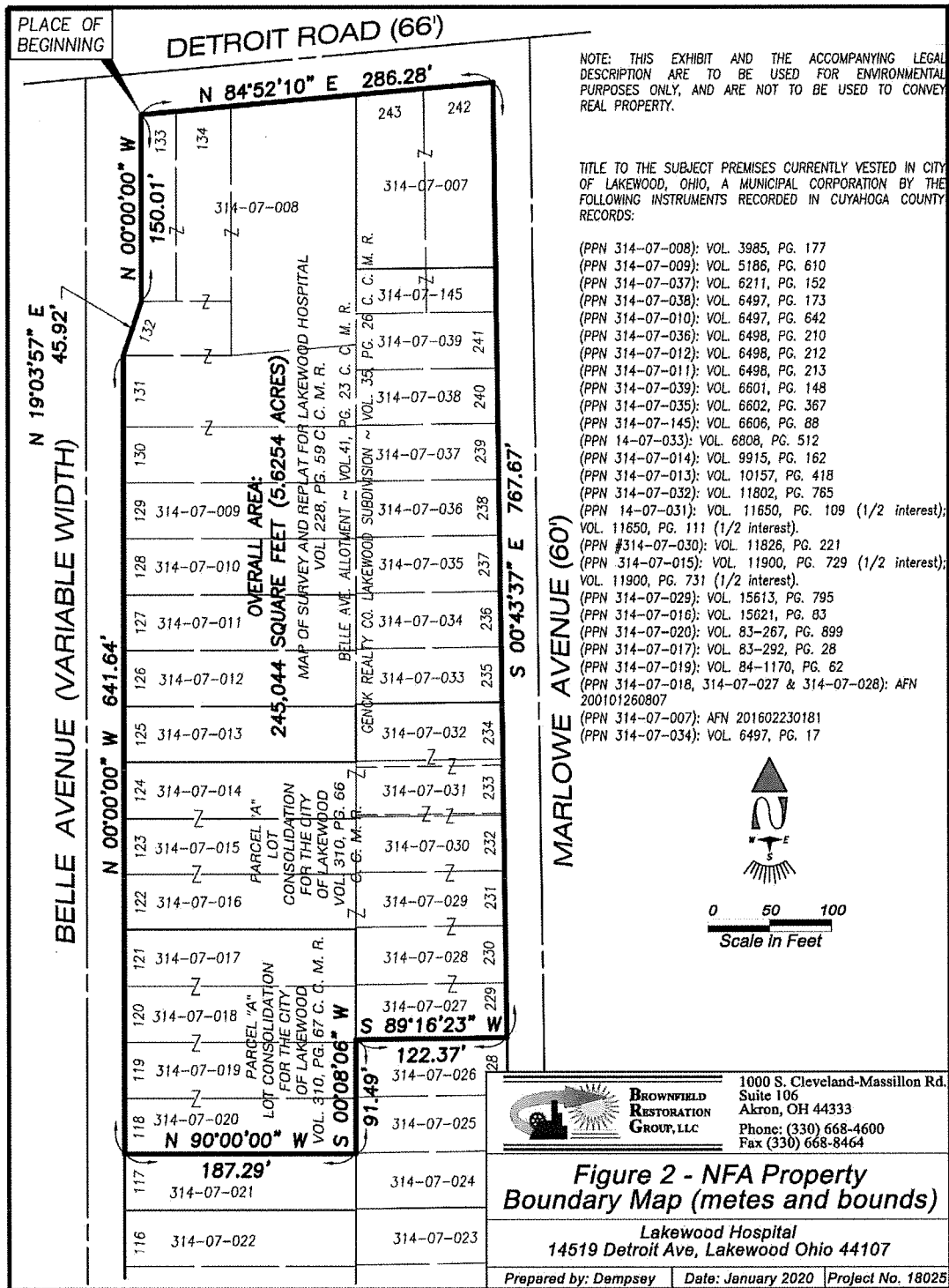
Verification of the completion of the remedial activities implemented through this operation and maintenance plan will be made in accordance with OAC 3745-300-11(E)(2), as may be applicable.

**O&M PLAN
FIGURES**

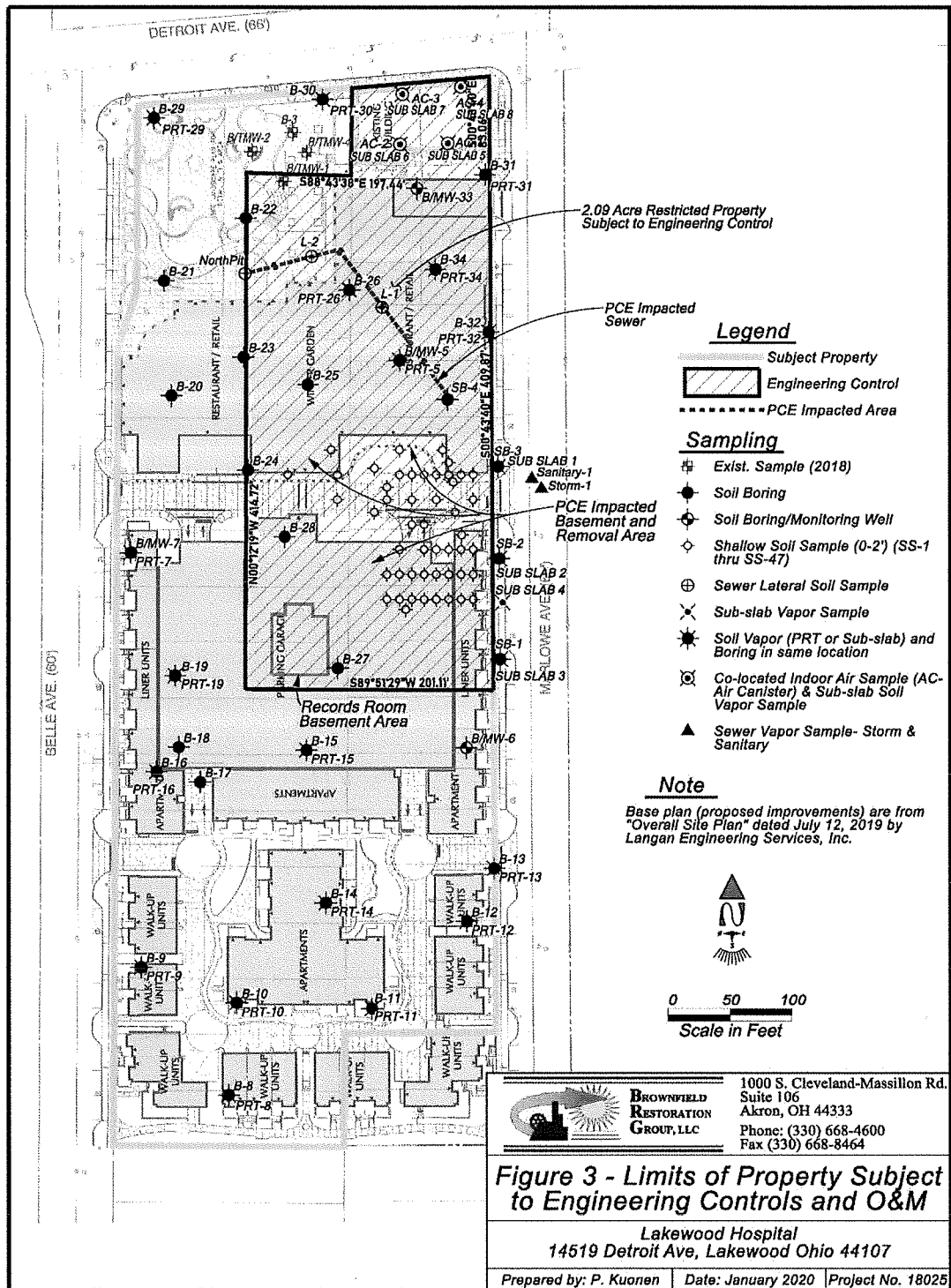
**O&M PLAN
FIGURES**



FigsO&M.dgn Figure 1 2/2/2021 2:32:19 PM



FigsO&M.dgn Figure 2 2/2/2021 2:32:24 PM



FigsO&M.dgn Figure 3 2/2/2021 2:32:59 PM

**O&M PLAN
APPENDIX**

A

**O&M PLAN
APPENDIX A**

Legal Description of Engineering Controls



LEGAL DESCRIPTION
Portion of Former Lakewood Hospital Property subject to
Vapor Intrusion Engineering Control

Situated in the City of Lakewood, County of Cuyahoga, and State of Ohio, and known as being part of Original Rockport Township Section No. 22, said premises being more particularly bounded and described as follows:

BEGINNING at the intersection of the southeasterly line of Detroit Avenue, 66 feet wide, and the westerly line of Marlowe Avenue, 60 feet wide;

Course No. 1: Thence South 00 degrees 43 minutes 40 seconds East along the westerly line of Marlowe Avenue, a distance of 492.93 feet to a point;

Course No. 2: Thence South 89 degrees 51 minutes 29 seconds West a distance of 201.11 feet to a point;

Course No. 3: Thence North 00 degrees 12 minutes 19 seconds West a distance of 414.72 feet to a point;

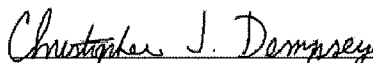
Course No. 4: Thence South 88 degrees 43 minutes 38 seconds East a distance of 83.71 feet to a point;

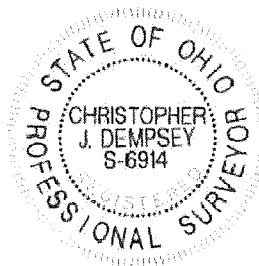
Course No. 5: Thence North 00 degrees 43 minutes 40 seconds West a distance of 70.34 feet to a point on the southeasterly line of the aforementioned Detroit Avenue;

Course No. 6: Thence North 84 degrees 52 minutes 10 seconds East along the southeasterly line of said Detroit Avenue, a distance of 114.00 feet to the Place of Beginning and containing 2.0858 Acres (90,859 Square Feet) of land, as described from record information by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on February 2, 2021.

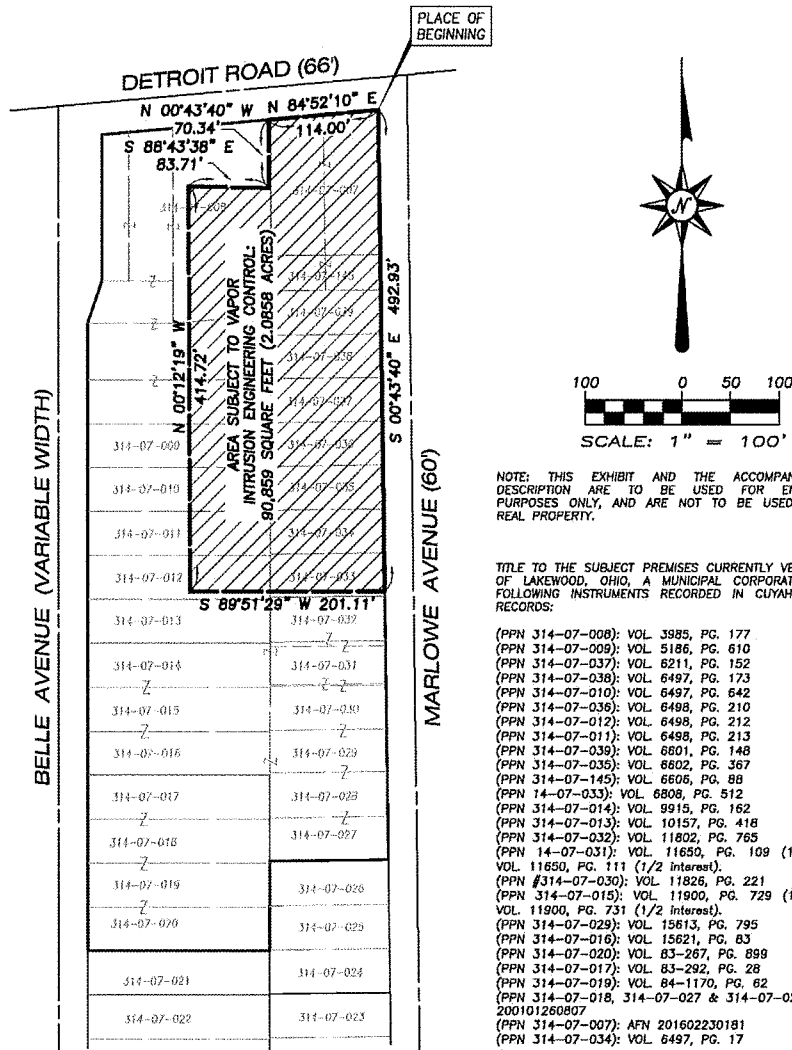
Bearings are based on North 00 degrees 00 minutes 00 seconds West as the westerly line of Belle Avenue, as shown in Volume 228 of Maps, Page 59 of Cuyahoga County Records.

Note: This legal description and the accompanying exhibit are to be used for environmental purposes only, and are not to be used to convey real property.


Christopher J. Dempsey
Professional Land Surveyor No. 6914



**EXHIBIT OF
PORTION OF FORMER LAKEWOOD HOSPITAL PROPERTY
SUBJECT TO VAPOR INTRUSION ENGINEERING CONTROL
SITUATED IN THE CITY OF LAKEWOOD, COUNTY OF CUYAHOGA, AND STATE OF OHIO, AND
KNOWN AS BEING PART OF ORIGINAL ROCKPORT TOWNSHIP SECTION No. 22**

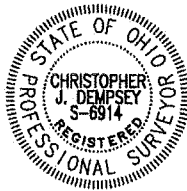


NOTE: THIS EXHIBIT AND THE ACCOMPANYING LEGAL DESCRIPTION ARE TO BE USED FOR ENVIRONMENTAL PURPOSES ONLY, AND ARE NOT TO BE USED TO CONVEY REAL PROPERTY.

TITLE TO THE SUBJECT PREMISES CURRENTLY VESTED IN CITY OF LAKEWOOD, OHIO, A MUNICIPAL CORPORATION BY THE FOLLOWING INSTRUMENTS RECORDED IN CUYAHOGA COUNTY RECORDS:

(PPN 314-07-008): VOL 3385, PG. 177
(PPN 314-07-009): VOL 5186, PG. 610
(PPN 314-07-037): VOL 6211, PG. 152
(PPN 314-07-038): VOL 6497, PG. 173
(PPN 314-07-010): VOL 6497, PG. 642
(PPN 314-07-036): VOL 6488, PG. 210
(PPN 314-07-012): VOL 6489, PG. 212
(PPN 314-07-013): VOL 6486, PG. 213
(PPN 314-07-039): VOL 6801, PG. 148
(PPN 314-07-035): VOL 6802, PG. 367
(PPN 314-07-145): VOL 6606, PG. 88
(PPN 14-07-033): VOL 6808, PG. 512
(PPN 314-07-014): VOL 9915, PG. 162
(PPN 314-07-013): VOL 10157, PG. 418
(PPN 314-07-032): VOL 1802, PG. 765
(PPN 14-07-031): VOL 1801, PG. 109 (1/2 interest);
VOL 11650, PG. 11 (1/2 interest).
(PPN 314-07-030): VOL 11826, PG. 221
(PPN 314-07-015): VOL 11900, PG. 729 (1/2 interest);
VOL 11900, PG. 731 (1/2 interest).
(PPN 314-07-029): VOL 15813, PG. 795
(PPN 314-07-016): VOL 15621, PG. 83
(PPN 314-07-020): VOL 83-287, PG. 89
(PPN 314-07-017): VOL 83-292, PG. 28
(PPN 314-07-019): VOL 84-178, PG. 82
(PPN 314-07-018, 314-07-027 & 314-07-028): AFN
200101260807
(PPN 314-07-004): AFN 201602230181
(PPN 314-07-037): VOL 6497, PG. 17

THIS DRAWING IS BASED ON CUYAHOGA COUNTY RECORD INFORMATION ONLY. NO FIELD SURVEY HAS BEEN PERFORMED BY DEMPSEY SURVEYING COMPANY IN ITS PREPARATION. BEARINGS ARE BASED ON NORTH 00°00'00" WEST AS THE WESTERLY LINE OF BELLE AVENUE, AS SHOWN IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS.



CHRISTOPHER J. DEMPSEY
PROFESSIONAL SURVEYOR NO. 6914
DATE: FEBRUARY 2, 2021

www.dempnysurvey.com



DEMPSEY/SURVEYING/COMPANY
P 216/226/1130 12815 DETROIT AVENUE
F 216/226/1131 CLEVELAND, OH 44107-2835

FILE No. 9557
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**O&M PLAN
APPENDIX**

B

**O&M PLAN
APPENDIX B**
O&M Inspection Form

Operation and Maintenance Engineering Control Inspection Form

Former Lakewood Hospital
Lakewood, Cuyahoga County, Ohio

Inspection Performed by -- Date/Time	Engineering Control (Location) Inspected*	Observed Condition	Description of Breach to O&M Measure (If Applicable)	Date and Description of Repairs (If Applicable)	Sub-Surface Excavation Activities Performed?	Additional Comments

Note:

*Engineering Controls to be inspected: sub-slab depressurization system and storm water filtration system (as needed); refer to Figure 3 of the OSM Plan for location of Property subject to engineering controls.

APPENDIX

C

APPENDIX C
Projected 5-Year O&M Cost Estimate

DETAILED COST BREAKDOWN
5-Year Operation & Maintenance Plan Implementation Cost

Former Lakewood Hospital
Lakewood, Cuyahoga County, Ohio
September 1, 2020

YEAR 1	
System Inspections: (6 hrs/month X 12 months X \$80/hr + Travel)	\$6,360.00
Initial Building Occupancy Vapor Testing: (8 vapor samples @ \$210/ea. + \$1,500 Sampler Labor & Supplies)	\$3,180.00
Annual Vapor System O&M: (See Attached A_Z Solutions Budgetary Cost Breakdown)	\$4,692.99
Quarterly Indoor Air Compliance Testing: (32 vapor samples @ \$210/ea. + \$6,000 Sampler Labor & Supplies)	\$12,720.00
6-Months Storm Water Treatment System O&M: (See Attached Chemviron Budgetary Cost Breakdown)*	\$147,030.00
Storm Water Compliance Testing: (24 water samples @ \$80/sample + \$6,000 Sampler Labor & supplies)	\$7,920.00
Annual O&M Reporting to Ohio EPA	\$2,000.00
YEAR 1 - SUBTOTAL	\$183,902.99
YEAR 2	
System Inspections: (6 hrs/month X 12 months X \$80/hr + Travel)	\$6,360.00
Allowance for Vapor Testing After Repairs: (4 vapor samples @ \$210/ea. + \$1,500 Sampler Labor & Supplies)	\$2,340.00
Annual System Operation/Adjustments/Maintenance: (See Attached A_Z Solutions Budgetary Cost Breakdown)	\$5,497.43
Annual Indoor Air Compliance Testing: (8 vapor samples @ \$210/ea. + \$1,500 Sampler Labor & Supplies)	\$3,180.00
Annual O&M Reporting to Ohio EPA	\$2,000.00
SUBTOTAL	\$19,377.43
YEAR 3	
System Inspections: (6 hrs/month X 12 months X \$80/hr + Travel)	\$6,360.00
Allowance for Vapor Testing After Repairs: (4 vapor samples @ \$210/ea. + \$1,500 Sampler Labor & Supplies)	\$2,340.00
Annual System Operation/Adjustments/Maintenance: (See Attached A_Z Solutions Budgetary Cost Breakdown)	\$4,787.33
Annual Indoor Air Compliance Testing: (8 vapor samples @ \$210/ea. + \$1,500 Sampler Labor & Supplies)	\$3,180.00
Annual O&M Reporting to Ohio EPA	\$2,000.00
SUBTOTAL	\$18,667.33
YEAR 4	
System Inspections: (6 hrs/month X 12 months X \$80/hr + Travel)	\$6,360.00
Allowance for Vapor Testing After Repairs: (4 vapor samples @ \$210/ea. + \$1,500 Sampler Labor & Supplies)	\$2,340.00
Annual System Operation/Adjustments/Maintenance: (See Attached A_Z Solutions Budgetary Cost Breakdown)	\$5,607.92
Annual Indoor Air Compliance Testing: (8 vapor samples @ \$210/ea. + \$1,500 Sampler Labor & Supplies)	\$3,180.00
Annual O&M Reporting to Ohio EPA	\$2,000.00
SUBTOTAL	\$19,487.92
YEAR 5	
System Inspections: (6 hrs/month X 12 months X \$80/hr + Travel)	\$6,360.00
Allowance for Vapor Testing After Repairs: (4 vapor samples @ \$210/ea. + \$1,500 Sampler Labor & Supplies)	\$2,340.00
Annual System Operation/Adjustments/Maintenance: (See Attached A_Z Solutions Budgetary Cost Breakdown)	\$4,883.56
Annual Indoor Air Compliance Testing: (8 vapor samples @ \$210/ea. + \$1,500 Sampler Labor & Supplies)	\$3,180.00
Annual O&M Reporting to Ohio EPA	\$2,000.00
SUBTOTAL	\$18,763.56
5-YEAR TOTAL	\$260,199.23

SSD System 30 Year Operation and Maintenance Budget							
Project Name			Project Address				
Lakewood Place Building 1			1 Lakewood Place		Lakewood	OH	44107
A-Z Project Number			Project Manager			Date	
19-0690-VINC			Tony McDonald			12/10/2019	
Issued For			Total Blowers	Inflation Rate		Electrical Cost per kWh	
Budget Estimate			10	1%		\$ 0.07	
Blower Information							
Item		Unit	Blower 1	Blower 2		Blower 3	
Blower Model		Per Fan	RN4	RN4		RN4	
Blower Make		Per Fan	Fantech	Fantech		Fantech	
Number of Blowers		Per Fan	5	2		3	
Blower Replacement Interval		Years	10	8		6	
Wattage		Watts	172	172		172	
Initial Replacement Cost per Blower		Dollars	\$ 695.00	\$ 695.00		\$ 695.00	
Inspections and Maintenance Budget							
			Yearly Technical Inspection			Incidental Maintenance	
Maintenance Interval		Years	1			2	
Cost per Instance		Dollars	\$ 1,550.00			\$ 375.00	
Year	Electrical Consumption	Fantech RN4 Replacement	Fantech RN4 Replacement	Fantech RN4 Replacement	Scheduled Maintenance	Incidental Maintenance	Total
1	\$ 1,054.70	-	-	-	\$ 1,550.00	-	\$ 2,604.70
2	\$ 1,065.25	-	-	-	\$ 1,565.50	\$ 378.75	\$ 3,009.50
3	\$ 1,075.90	-	-	-	\$ 1,581.16	-	\$ 2,657.06
4	\$ 1,086.66	-	-	-	\$ 1,596.97	\$ 386.36	\$ 3,069.99
5	\$ 1,097.53	-	-	-	\$ 1,612.94	-	\$ 2,710.47
6	\$ 1,108.50	-	-	\$ 2,191.36	\$ 1,629.07	\$ 394.13	\$ 5,323.05
7	\$ 1,119.59	-	-	-	\$ 1,645.36	-	\$ 2,764.95
8	\$ 1,130.79	-	\$ 1,490.27	-	\$ 1,661.81	\$ 402.05	\$ 4,684.91
9	\$ 1,142.09	-	-	-	\$ 1,678.43	-	\$ 2,820.52
10	\$ 1,153.51	\$ 3,800.56	-	-	\$ 1,695.21	\$ 410.13	\$ 7,059.41
11	\$ 1,165.05	-	-	-	\$ 1,712.16	-	\$ 2,877.21
12	\$ 1,176.70	-	-	\$ 2,326.17	\$ 1,729.29	\$ 418.38	\$ 5,650.53
13	\$ 1,188.47	-	-	-	\$ 1,746.58	-	\$ 2,935.05
14	\$ 1,200.35	-	-	-	\$ 1,764.04	\$ 426.78	\$ 3,391.18
15	\$ 1,212.36	-	-	-	\$ 1,781.69	-	\$ 2,994.04
16	\$ 1,224.48	-	\$ 1,613.75	-	\$ 1,799.50	\$ 435.36	\$ 5,073.09
17	\$ 1,236.72	-	-	-	\$ 1,817.50	-	\$ 3,054.22
18	\$ 1,249.09	-	-	\$ 2,469.27	\$ 1,835.67	\$ 444.11	\$ 5,998.15
19	\$ 1,261.58	-	-	-	\$ 1,854.03	-	\$ 3,115.61
20	\$ 1,274.20	\$ 4,198.18	-	-	\$ 1,872.57	\$ 453.04	\$ 7,797.99
21	\$ 1,286.94	-	-	-	\$ 1,891.29	-	\$ 3,178.23
22	\$ 1,299.81	-	-	-	\$ 1,910.21	\$ 462.15	\$ 3,672.16
23	\$ 1,312.81	-	-	-	\$ 1,929.31	-	\$ 3,242.12
24	\$ 1,325.93	-	\$ 1,747.46	\$ 2,621.18	\$ 1,948.60	\$ 471.44	\$ 8,114.62
25	\$ 1,339.19	-	-	-	\$ 1,968.09	-	\$ 3,307.28
26	\$ 1,352.59	-	-	-	\$ 1,987.77	\$ 480.91	\$ 3,821.27
27	\$ 1,366.11	-	-	-	\$ 2,007.65	-	\$ 3,373.76
28	\$ 1,379.77	-	-	-	\$ 2,027.72	\$ 490.58	\$ 3,898.08
29	\$ 1,393.57	-	-	-	\$ 2,048.00	-	\$ 3,441.57
30	\$ 1,407.51	\$ 4,637.40	-	\$ 2,782.44	\$ 2,068.48	\$ 500.44	\$ 11,396.27
						Total	\$ 127,036.99

OMM Plan Budget - Glossary of Terms

Project Name	A-Z Solutions, Inc. identifiable project name.
Project Address	Physical location of project site.
A-Z Project Number	A-Z Solutions, Inc. identifiable project number. This number will be associated with all work completed at the site during the OMM period.
Project Manager	A-Z Solutions, Inc. project manager.
Date	Date OMM Plan was prepared.
Issued For	Purpose of document. Typical reasons this document is issued include project budgeting, pre-installation budgeting and OMM plan budgeting.
Total Blowers	Number of blowers at the site. Some systems may contain more than one blower.
Inflation Rate	The quantitative measure of the rate at which the average price will increase over a period of time. The US historical average of 2.55% is used unless the client specifies a different rate.
Electrical Cost per kWh	The total cost for each kilowatt-hour of electricity used at the facility.
System Number	System identification number on the 'As Built' project drawings.
Blower Model	Model identification number of installed blower(s). The same blower model may be listed in multiple columns. This is typically done to vary the blower replacement interval of the fan assemblies to reflect a more realistic failure distribution.
Blower Make	Manufacturer of installed blower(s).
Number of Blowers	Number of each Make & Model of blower installed.
Blower Replacement Interval	Average interval between blower replacements. This value is set to the average lifespan of the blower unless there is a requirement for the blowers to be replaced more often, such as the warranty period for the blower.
Wattage	Average blower power consumption in watts.
Initial Replacement Cost	Current material and labor cost to replace blower with the same make and model. This cost assumes the service contractor has a location within 60 miles of the project facility. Inflation is calculated into this cost.
Yearly Technical Inspection	This category includes the estimated cost for a licensed mitigation service contractor to conduct the required technical inspection and complete the necessary documentation. This cost assumes the service contractor has a location within 60 miles of the project facility.

Incidental Maintenance	This category includes any non-regularly scheduled maintenance or inspection of the SSD system. Items in this category include repairing components damaged by the building occupant, replacing failed floor sealants, or other general maintenance. This cost assumes the service contractor has a location within 60 miles of the project facility.
Inspection/Maintenance Interval	The estimated interval, in years, at which the scheduled and incidental maintenance will occur.
Cost per Instance	Estimated cost associated with incidental and preventative maintenance. Inflation is calculated into this cost each year.
Electrical Consumption	The total yearly electrical cost to operate all the SSD system blowers at the site. Inflation is calculated into this cost each year.
OMM Budget Total	Estimated total cost of operation of the SSD system during the 30-year period.

SSD System 30 Year Operation and Maintenance Budget							
Project Name			Project Address				
Lakewood Place Building 2			1 Lakewood Place		Lakewood	OH	44107
A-Z Project Number			Project Manager			Date	
19-0690-VINC2			Tony McDonald			12/10/2019	
Issued For			Total Blowers	Inflation Rate		Electrical Cost per kWh	
Budget Estimate			7	1%		\$ 0.07	
Blower Information							
Item		Unit	Blower 1	Blower 2		Blower 3	
Blower Model		Per Fan	RN4	RN4		RN4	
Blower Make		Per Fan	Fantech	Fantech		Fantech	
Number of Blowers		Per Fan	4	1		2	
Blower Replacement Interval		Years	10	8		6	
Wattage		Watts	172	172		172	
Initial Replacement Cost per Blower		Dollars	\$ 695.00	\$ 695.00		\$ 695.00	
Inspections and Maintenance Budget							
			Yearly Technical Inspection			Incidental Maintenance	
Maintenance Interval		Years	1			2	
Cost per Instance		Dollars	\$ 1,350.00			\$ 375.00	
Year	Electrical Consumption	Fantech RN4 Replacement	Fantech RN4 Replacement	Fantech RN4 Replacement	Scheduled Maintenance	Incidental Maintenance	Total
1	\$ 738.29	-	-	-	\$ 1,350.00	-	\$ 2,088.29
2	\$ 745.68	-	-	-	\$ 1,363.50	\$ 378.75	\$ 2,487.93
3	\$ 753.13	-	-	-	\$ 1,377.14	-	\$ 2,130.27
4	\$ 760.66	-	-	-	\$ 1,390.91	\$ 386.36	\$ 2,537.93
5	\$ 768.27	-	-	-	\$ 1,404.82	-	\$ 2,173.09
6	\$ 775.95	-	-	\$ 1,460.90	\$ 1,418.86	\$ 394.13	\$ 4,049.85
7	\$ 783.71	-	-	-	\$ 1,433.05	-	\$ 2,216.76
8	\$ 791.55	-	\$ 745.13	-	\$ 1,447.38	\$ 402.05	\$ 3,386.12
9	\$ 799.47	-	-	-	\$ 1,461.86	-	\$ 2,261.32
10	\$ 807.46	\$ 3,040.45	-	-	\$ 1,476.48	\$ 410.13	\$ 5,734.51
11	\$ 815.53	-	-	-	\$ 1,491.24	-	\$ 2,306.77
12	\$ 823.69	-	-	\$ 1,550.78	\$ 1,506.15	\$ 418.38	\$ 4,299.00
13	\$ 831.93	-	-	-	\$ 1,521.21	-	\$ 2,353.14
14	\$ 840.25	-	-	-	\$ 1,536.43	\$ 426.78	\$ 2,803.46
15	\$ 848.65	-	-	-	\$ 1,551.79	-	\$ 2,400.44
16	\$ 857.14	-	\$ 806.87	-	\$ 1,567.31	\$ 435.36	\$ 3,666.68
17	\$ 865.71	-	-	-	\$ 1,582.98	-	\$ 2,448.69
18	\$ 874.36	-	-	\$ 1,646.18	\$ 1,598.81	\$ 444.11	\$ 4,563.47
19	\$ 883.11	-	-	-	\$ 1,614.80	-	\$ 2,497.91
20	\$ 891.94	\$ 3,358.54	-	-	\$ 1,630.95	\$ 453.04	\$ 6,334.47
21	\$ 900.86	-	-	-	\$ 1,647.26	-	\$ 2,548.11
22	\$ 909.87	-	-	-	\$ 1,663.73	\$ 462.15	\$ 3,035.74
23	\$ 918.96	-	-	-	\$ 1,680.37	-	\$ 2,599.33
24	\$ 928.15	-	\$ 873.73	\$ 1,747.46	\$ 1,697.17	\$ 471.44	\$ 5,717.95
25	\$ 937.44	-	-	-	\$ 1,714.14	-	\$ 2,651.58
26	\$ 946.81	-	-	-	\$ 1,731.28	\$ 480.91	\$ 3,159.01
27	\$ 956.28	-	-	-	\$ 1,748.60	-	\$ 2,704.87
28	\$ 965.84	-	-	-	\$ 1,766.08	\$ 490.58	\$ 3,222.50
29	\$ 975.50	-	-	-	\$ 1,783.74	-	\$ 2,759.24
30	\$ 985.25	\$ 3,709.92	-	\$ 1,854.96	\$ 1,801.58	\$ 500.44	\$ 8,852.15
						Total	\$ 99,990.58



**Pricing for
Dewatering Activities
Demolition Site
Lakewood, OH**

Quote: BRG DW 112619 MS

Service Description

1. CMI to provide mob/demob of a dewatering and liquid treatment system.
 - a) Provide pump with level controls to be placed in the excavation.
 - b) Provide 21,000 gallon frac tank with electric tank heaters and HHI level control to shut system down in event of high level in tank.
 - c) Provide 30 gpm liquid treatment system housed in an enclosed, insulated and heated utility trailer
 1. Flow from frac tank to enter a bank of sediment filters plumbed in 3 parallel series of 2 filters each
 2. Then through a bank of carbon canisters each filled with 200 pounds of reactivated granular carbon plumbed in 3 parallel series of 2 canisters each
 3. Flow will be discharged through a flow totalizer to a discharge point designated by BRG.
 4. Carbon to be removed and drummed and left on-site for disposal by others (price includes 6 – 55 gal. drums). Analytical costs, if required, to be paid by others.
2. CMI to provide operation and maintenance of treatment system, to include:
 - a) Initial set up and training of daily operators
 - b) Weekly visits to service the system
 - c) Separate line item for non-routine service calls
3. CMI to provide frac tank cleaning at end of project to include
 - a) cleaning to the extent that no sediment is visible on tank floor. Presence of chlorinated compounds in tank may require additional cleaning materials and additional on-site time and associated costs.
 - b) All sediment and cleaning fluids to be drummed and left on-site for disposal by others (price includes 10 – 55 gal. drums).
 - c) Analytical costs, if required, to be paid by others.
 - d) All work to be performed outside of the frac tank eliminating confined space entry.
 - e) Minimum of one week notice to schedule tank clean out.
4. BRG to provide single phase 230 volt 100 amp power required and provided by others for the frac tank sump pump operation.
5. BRG to provide discharge permitting and compliance sampling.

Equipment	Qty.	Rate	Amount
21,000 gallon frac tank and excavation pump	TBD	\$4,165.00/mon.	\$4,165.00
Frac tank and pump delivery	1	\$720.00	\$720.00
Frac tank and pump pickup	1	\$720.00	\$720.00
Treatment System; minimum 2 week notice required to prepare system for this project	TBD	\$6,000.00 1st mon. \$2,500.00/mon thereafter	\$6,000.00
Mobilization of treatment system	1	Lump Sum	\$1,600.00
O&M visits, not including materials (if needed)	4	\$750.00 ea.	\$3,000.00
Materials, billed at cost + 5%	TBD	Allowance	\$200.00
Demobilization of treatment system	1	Lump Sum	\$1,200.00
Provide 1,200 lbs fresh carbon in 6-200lb vessels	1	Lump Sum	\$2,400.00
Disposal of sediment, sediment filters, spent GAC, frac tank cleaning fluids and sediment are not included in this quote.	0	Not included	\$0.00
Frac tank cleaning	1	Lump Sum	\$4,500.00
Total Estimate for 1 Month			\$24,505.00

Prepared by M. Steiner 11/27/2019.

Terms and Conditions are attached on the next page.

Chemviron Midwest, Inc.
Subsurface Extraction & Remediation Technologies
 2461 Bauman Road – Wooster, Ohio 44691 – (330)264-2000 voice – (330)264-2118 fax

ATTACHMENT 3

**Financial Assurance Affidavit of City of Lakewood
under Ohio EPA's Voluntary Action Program**

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) ss:

I, MEGHAN F. GORDON, being first duly sworn according to law, state that, to the best of my knowledge, information and belief:

1. I am an adult over the age of eighteen (18) years old and competent to testify herein.
2. I am the MAYOR for the City of Lakewood with an address of 12650 Detroit Avenue, Lakewood, Ohio 44107.
3. The City of Lakewood has assumed responsibility for compliance with the Operation and Maintenance ("O&M") Agreement (20NFA760) that will be entered into by the City of Lakewood and the Director of the Ohio Environmental Protection Agency, regarding the site known as the Former Lakewood Hospital Property, which is located at 14519 Detroit Avenue, Lakewood, Ohio 44107 (the "Property").
4. Per the O&M Agreement between Ohio EPA and the City of Lakewood, the estimated annual operation and maintenance cost for the Property is Nineteen Thousand Dollars (\$19,000).
5. Based on my review of the City of Lakewood finances for the current fiscal year, funds in the amount of Nineteen Thousand Dollars (\$19,000) are available, as necessary, for compliance with the financial assurance provision of the O&M Agreement for the Property.
6. The information set forth in this affidavit and its attachments, incorporated by reference herein, is true, accurate and complete.

Further affiant sayeth naught.

Meghan F. Gordon
Signature of Affiant

Sworn to before me this 2 day of November, 2021.

John O'Neill Storey, Esq.
Notary Public

4835-4681-1105.10

John O'Neill Storey
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

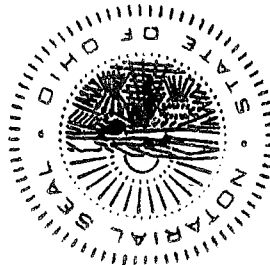


Exhibit 6
Risk Mitigation Plan



1000 S. Cleveland-Massillon Road
Suite 106
Akron, Ohio 44333

Phone: (330) 668-4600
Fax: (330) 668-8464
E-mail: brg@brgroupllc.com
Website: www.brgroupllc.com

RISK MITIGATION PLAN

for the

**Former Lakewood Hospital
14519 Detroit Avenue
Lakewood, Cuyahoga County, Ohio**

Volunteer & Property Owner

City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107

NFA Letter Issued by:

VAP Certified Professional Jim C. Smith, CP-121
Brownfield Restoration Group, LLC
1000 S. Cleveland Massillon Road, Suite 106
Akron, Ohio 44333
330-668-4600

January 9, 2020

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FIGURES

Figure 1	Topographic Site Location Map
Figure 2	VAP Property Boundary Map
Figure 3	Areas of Property Subject to Engineering Controls and RMP
Figure 4	Pre-Remedial Concentrations and Extent of PCE-Impacted Areas

1.0 Purpose of the Risk Mitigation Plan – OAC 3745-300-11(F)(1)(a)

The purpose of this risk mitigation plan (RMP) is to provide the risk mitigation measures that apply to construction or excavation activities as defined herein at the Former Lakewood Hospital site (the “Property”) located at 14519 Detroit Ave., Lakewood, Ohio. A topographic Property location map is provided as Figure 1 and the specific boundaries of the subject Property are delineated in Figure 2. Risk mitigation measures are those health and safety precautions and other such remedial activities that provide protection to construction/excavation (C/E) workers as well as other onsite workers and visitors from potential exposures to chemicals of concern (COCs) in environmental media (i.e., air, soil, and ground water), as described by Ohio Administrative Code 3745-300-11(C)(7). Adherence to the measures outlined in this plan will enhance the protection of C/E workers from unacceptable exposures to potential COCs in soil, soil vapors, and if encountered, ground water at the Property.

This RMP was prepared in accordance with Ohio Administrative Code rule 3745-300-11. It is not intended to fulfill requirements of other laws that may apply to construction or excavation activities at the Property, such as those administered by the Occupational Safety and Health Administration (OSHA). This RMP is to be used as a reference and guidance document for the mitigation and handling of potentially contaminated media at the Property. The procedures and actions described herein are recommendations based on known site conditions and are expressly not intended to address every possible environmental site condition that could be encountered at the Property.

The Property has been actively remediated to significantly reduce contaminant levels associated with the direct contact and vapor inhalation pathways. In general, this RMP applies to the following post-remedial COCs, environmental media, and exposure pathway(s) summarized in the table below.

Chemical of Concern	Media	Pathway(s)	Location
Volatile Organic Compounds (VOCs) – Primarily PCE	Soil	Direct Contact	Excavations Within Area Designated as Requiring Engineering Control and RMP (See Figure 3)
Volatile Organic Compounds (VOCs) – Primarily PCE	Ground Water	Inhalation and Direct Contact Within Trenches,	Excavations Within Area Designated as Requiring Engineering Control and RMP (See Figure 3)

Volatile Organic Compounds (VOCs) – Primarily PCE	Soil Vapor	Inhalation Within Trenches	Excavations Within Area Designated as Requiring Engineering Control and RMP (See Figure 3)
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2.0 Implementing the Risk Mitigation Plan – OAC 3745-300-11(F)(1)(e) & (f)

During demolition of the former Lakewood Hospital structures on the Property, Tetrachloroethylene (PCE) was encountered in a limited area beneath the basement floor slab and within specific segments of the sewers beneath the building. In areas of greatest impact, the contamination was readily identifiable in that it was visible (as free product associated with ground water) and produced notable odor. All areas of notable impact (i.e., visual and odor) as well as less notable contamination identified via field screening instrumentation (photoionization detector – PID) was removed from the site and properly disposed as both solid and hazardous waste, depending on the level of PCE detected. Although its contamination was remediated where encountered, it is likely that residual pockets of contamination remain in these specific areas of the site and may be encountered during future excavations.

Due to the likely presence of residual pockets of PCE contamination, an engineering control consisting of a vapor mitigation system will be installed within the PCE-impacted portions of the site to remedy the potential for indoor air vapor intrusion into any structures built over this area. This coincides with the portion of the site requiring implementation of this RMP as shown in Figure 3. The same pockets of residual PCE that may cause future vapor intrusion may also pose a risk to future C/E workers if they encounter the contamination during site work in this area. Figure 4 shows the pre-remedial concentrations and extent of the PCE-impacted areas on the Property.

Assessment work conducted at the site by BRG indicates that soil located beyond the footprint of the designated RMP implementation area meets applicable commercial/industrial (C/I) direct contact and inhalation standards, regardless of depth. As such, the RMP is not required to be implemented during future sub-surface site work that takes place beyond the designated limits of this plan. However, if contamination conditions similar to those described as encountered during the demolition work are noted during future C/E work, this RMP should be implemented in those portions of the site as well.

The responsibility for implementing this RMP for the site will belong to the owner of the Property and any subsequent owners of the Property. The owner of the Property, and any subsequent owners of the Property, will be responsible for preparing annual RMP reports to the Ohio EPA (refer to Section 8.0).

3.0 Potential Health Risks – OAC 3745-300-11(F)(1)(b)

Potential routes of exposure to future site C/E workers performing utility and/or site development activities include direct contact (dermal/ingestion) and inhalation of vapors/particulates from contaminated site media. These exposures can be effectively controlled, and the health hazards minimized, through implementation of remedies and the procedures outlined in this RMP. It should be noted that the processes by which humans can be exposed to many potential COCs are similar and are not necessarily dependent upon the type of chemical. Subsurface excavation work is considered temporary and/or intermittent and chronic exposures are not contemplated. Temporary or intermittent construction/excavation work may result in exposures of relatively short duration; however, exposures during this type of work may also be acute (i.e., direct and intense). Conversely, exposures to contaminated air by future onsite commercial workers or residents do have the potential to be chronic.

Prior sampling and analysis completed by BRG demonstrated soil and ground water below portions of the former floor slab of the hospital building to be affected by elevated levels of chlorinated compounds (primarily PCE) above acceptable exposure risk goals. As previously described, contaminated material encountered during demolition activities has been removed from the site and assessment data indicates that the PCE-impacted portion of the site was limited; however, it is reasonable to believe that undetected residual pockets of PCE contamination still exist within this area (See Figures 3 and 4). The following provides a brief overview chlorinated compounds and their likely exposure routes to workers and potential health effects.

Chlorinated solvents: Most of the chlorinated solvents found at the Property are chlorinated ethenes almost entirely comprised of the solvent/degreaser tetrachloroethylene (perchloroethylene, or PCE). PCE is widely used, especially for metal degreasing and clothes cleaning. Under certain conditions, PCE may naturally degrade to TCE, then to cis-1,2-DCE and finally to vinyl chloride. However, at this site the natural degradation process does not seem to have occurred, as evidenced by the lack of any of the degradation daughter products in samples obtained from the site. The primary route of exposure for C/E workers at this site is likely to be through vapor inhalation and to a less degree, direct contact.

Based on toxicology, metabolism, animal studies, and human studies, occupational exposure to chlorinated solvents has been associated with numerous adverse health effects, including central nervous system, reproductive, liver, and kidney toxicity, and carcinogenicity. Most also will de-fat the skin causing dermatitis, and are irritating to the skin, eyes, and mucous membranes. Some can be absorbed through intact skin, and several are suspected or known to cause cancers (e.g., vinyl chloride has been classified a human liver carcinogen). Several are known to cause rapid and erratic heartbeats.

4.0 Precautions Against Exposures – OAC 3745-300-11(F)(1)(c)

In order to ensure compliance with applicable standards, implementation of certain controls recorded with the Property deed under an Environmental Covenant will be required to protect against future human contact with COCs. The Environmental Covenant will prevent the extraction of ground water across the entire Property (except for monitoring and/or remediation, and during temporary dewatering for construction and/or subsurface utility maintenance purposes), which will eliminate potable and non-potable exposures. However, the Environmental Covenant will not prevent direct-contact exposures by C/E workers to soil or ground water, if encountered, and any vapors or particulates which may be emitted through disturbance of the subsurface. The entire Property shown on Figure 2 will be subject to the activity and land-use restrictions required under the Environmental Covenant. The portion of the Property provided on Figure 3 will be subject to implementation of the RMP.

Workers should always attempt to limit their direct-contact exposures to soil and ground water and to mitigate inhaling vapors and dust particulates. The potential to avoid adverse health effects is realized through relatively simple, common-sense precautions. Specific precautions that are to be undertaken during all subsurface excavation activities on the Property are as follows:

1. Wear clothes and personal protective equipment (PPE) that limit the skin area available for contact with soil and ground water and reduce inhalation of particulates and vapors. Examples of such clothing and PPE include hard hats, long-sleeved shirts, durable pants, water-repellant and reinforced footwear, water-repellent and chemical-resistant leggings and gloves, and respirators where appropriate (e.g., dust masks ranging to air-powered). Chemical-protective coveralls (e.g., Tyvek) can also be worn to minimize exposures to the skin.
2. Wash hands frequently, and always before eating, smoking, chewing gum or tobacco, and other activities that involve contact between the hands and items to be placed in the mouth. This will prevent the spread of any soil on the hands to the items being placed in the mouth.
3. Do not apply ointments, cream, make-up or other substances before washing both the area to which the substance is to be applied and, if the substance is to be applied by hand, the hands. The application of such substances can provide a mechanism by which soil can be trapped next to the skin. Also, do not apply such substances in the general area of where the soil is exposed, especially if there is visible dust as a result of excavation or other activities.
4. Cover cuts, scrapes and other open skin areas. Injured skin allows compounds in the soil

to be more readily absorbed into the body than intact skin.

5. Wash hands and other exposed areas, especially those areas with visible dirt, before leaving the work site for extended time periods. This limits the amount of time that the soil is potentially in contact with the skin, thereby reducing the amount of the chemicals that can be absorbed through the skin.
6. Change work clothes shortly after completing excavation work at the Property, especially those work clothes either having visible dirt or made damp through sweat or other liquids. Wash such clothes prior to wearing them again. Gloves and other such items that come into direct contact with the soil should also be washed, if possible.
7. Wash hair and other less accessible parts of the body shortly after leaving the work site for the day. Dirt and dust can settle in the hair and spread by contact between the hands and the hair. Dirt and dust can also infiltrate under and through clothing, especially clothing becoming wet or sweaty.
8. Generally, avoid direct contact between the skin and potentially contaminated ground water at the Property. Rubber gloves and boots can assist in reducing skin contact with ground water.
9. Minimize the suspension of dust to the degree possible and specify measures to be taken for minimizing dust. Dust masks should be worn when warranted.
10. Provisions for adequate venting should be available within excavations if intense vapors are encountered (i.e., ventilation piping connected to a power-assisted blower). Where appropriate, vapor-monitoring devices such as diffuser detection tubes, monitoring badges, and/or hand-held/fixed electronic air monitors can be used to measure and estimate atmospheric or breathing-zone conditions. As much as is feasible, limit the time spent by construction workers within excavations affected by contaminated materials.
11. Undertake any other appropriate precautions necessary to comply with applicable standards, including backfilling excavations as soon as practicable.

Subsurface work performed at the Property should be completed under the guidance of a site-specific Health and Safety Plan (HSP) prepared pursuant to applicable OSHA regulations. The site-specific HSP will address additional procedures that may be applicable during subsurface work, including decontamination areas within site boundaries, specific levels of personal protective equipment, training and medical surveillance, and emergency procedures for accidents and exposures.

5.0 Actions to be taken if Significant Exposures Occur

If a site-specific HSP has been prepared for certain activities, provisions in the HSP will be adhered to during subsurface work activities; however, whenever significant exposures to contaminated materials are suspected to have occurred at the Property, the following steps must be taken:

1. Immediately remove and decontaminate all personnel.
2. Seek treatment for affected personnel at a medical facility as necessary.
3. Provide medical surveillance monitoring for personnel as needed.
4. Restrict access to the contaminated area.
5. Perform sampling and analysis as needed or required to determine levels of personal protective equipment, decontamination of personnel and equipment, training needs, medical surveillance and waste-management requirements, prior to resuming work at the site.

A site-specific HSP should define the level of exposure that would constitute “significant exposure,” but, in general, this would likely consist of any ingestion of contaminated material or breathing of fumes that causes fatigue, dizziness, headache, nausea, or drowsiness.

6.0 Handling of Soils and Ground Water During Excavation Work – OAC 3745-300-11(F)(1)(d)

If subsurface work is performed in areas of the site suspected to be impacted by residual pockets of PCE (i.e., near locations that had exhibited elevated levels of pre-remedial PCE as shown in Figure 4), or if an undocumented pocket of noticeably contaminated soil is encountered, then the excavated contaminated soil should be stockpiled on visqueen. Soils stockpiled for periods of time beyond a typical work day shall be bermed with sorbent materials and covered to prevent potential contaminated runoff. Stockpiled soil should be returned to the excavation at depth equal to or greater than 10 feet below grade or tested for waste characterization for proper offsite disposal at a licensed facility.

The provisions of this RMP do not apply to sub-surface work that takes place on portions of the site located beyond the limits of the RMP implementation area as shown on Figure 3. The exception to this condition would be if a previously undocumented area of noticeably contaminated soil (visual or olfactory evidence) is encountered beyond the RMP boundaries. In this case, the procedures described above should be followed for the proper characterization and offsite disposal of the contaminated material. No soil potentially contaminated with volatile organic compounds (VOCs), such as PCE, may be used as backfill at any depth in any area of the site beyond the limits of the area subject to engineering controls and the RMP as shown in Figure 3. If soil containing contaminants other than VOCs is encountered outside of the RMP boundaries, it may be used as backfill at depths below 10 feet of grade anywhere on the site.

Subsurface work that exceeds one acre of area must be conducted under a Storm Water Pollution Prevention Plan. Excavated soils that become containerized and staged pending waste characterization and disposal should be properly labeled and identified.

If ground water and/or storm water is encountered within any excavation or disturbance of the designated RMP area (see Figure 3), it must be properly characterized prior to removal. This includes any ground water and/or storm water that mixes with or otherwise comes into contact with water within the designated RMP area. If such water is found to exceed applicable standards, it must be treated and/or disposed of in accordance with local, state and federal regulations. Ground water removed during construction and excavation activities cannot be discharged to local waterways or storm sewers unless by regulatory permit or to any sanitary sewers without prior approval by the local governing body(ies).

These same restrictions applied to handling of ground water/storm water during demolition and remedial activities within the RMP designated portion of the site. The following procedures were employed to facilitate proper dewatering of the work zone and could be employed during future construction/excavation activities planned for this area:

- Temporary berms and basins were constructed to isolate and minimize the amount of water within the designated RMP portion of the site.
- A temporary water treatment system consisting of surge tank/holding vessels (frac tanks) and carbon filtration vessels was installed at the site to remove PCE from any water generated during dewatering operations conducted within the PCE-impacted portions of the site. The discharge from this temporary treatment system was routed to the sanitary sewer with prior approval from the local wastewater treatment plant.

In the event that impacted ground water or storm water, as described above, is encountered during future excavation activities, the following precautions should be taken by construction/excavation workers to avoid unnecessary exposures:

- Avoid direct contact with ground water by wearing appropriate protective clothing, such as water-repellant footwear, leggings, and gloves.
- If concentrated vapors from ground water are encountered, then proper precautions as may be appropriate (e.g., ventilation, worker respirators, etc.) must be implemented to protect workers from potential health risks due to inhalation.

7.0 Notifications to Workers – OAC 3745-300-11(F)(1)(h) and (i)

The Property owner, and any subsequent owner of the Property, is required to and responsible for notifying contractors and construction workers that an RMP applies to the Property on which

subsurface excavation activities are occurring. The owner must provide a copy of the RMP to the contractor or anyone disturbing the existing floor slab or working with soils on the Property below the ground water table and will require written verification from the contractor(s) acknowledging their receipt and understanding of the RMP.

The owner of the Property is responsible for communicating the information provided in this RMP to the workers. The RMP is intended to communicate the identity of the chemical(s) of concern present on the Property, if known, their location on the Property and in which media, the potential health effects associated with exposure to said chemicals, the precautions to be taken to avoid exposure, how to handle contaminated media on the Property, and actions to be taken should significant exposure occur. Figure 3 shows the limits of the Property subject to the RMP. Figure 4 shows the pre-remedial concentrations and extent of the PCE-impacted areas on the Property.

Additionally, each owner of the Property, or any part thereof, and any subsequent owners, is required to maintain a copy of the RMP at their portion of the Property (or Properties).

8.0 Annual Notification to the Ohio EPA – OAC 3745-300-11(F)(1)(i)

As a requirement of this RMP, annual reports must be prepared by the current owner(s) of the Property and submitted electronically to the Ohio EPA Central Office. Ohio EPA prepared templates for annual reporting can be obtained through their website:

<https://epa.ohio.gov/derr/volunt/volunt#123276677-nfa-information-process--procedures>.

The annual reports will describe any events that took place during the year that triggered the implementation of specific provisions of this RMP, or report that the RMP was not implemented during the year. If the RMP was implemented, the report will describe how the RMP was implemented, the activities conducted, any exposures to hazardous substances or petroleum that may have occurred, and the risk-mitigation measures undertaken in accordance with the RMP. Irrespective of whether the RMP is implemented during the year, an annual report must be submitted to the Ohio EPA. Each report will be submitted with an affidavit by an individual with knowledge of the RMP implementation for the year.

Unless provided for otherwise, annual reporting must be sent via email to the Ohio EPA contact for post-NFA VAP compliance (Ms. Emily Patchen) at:

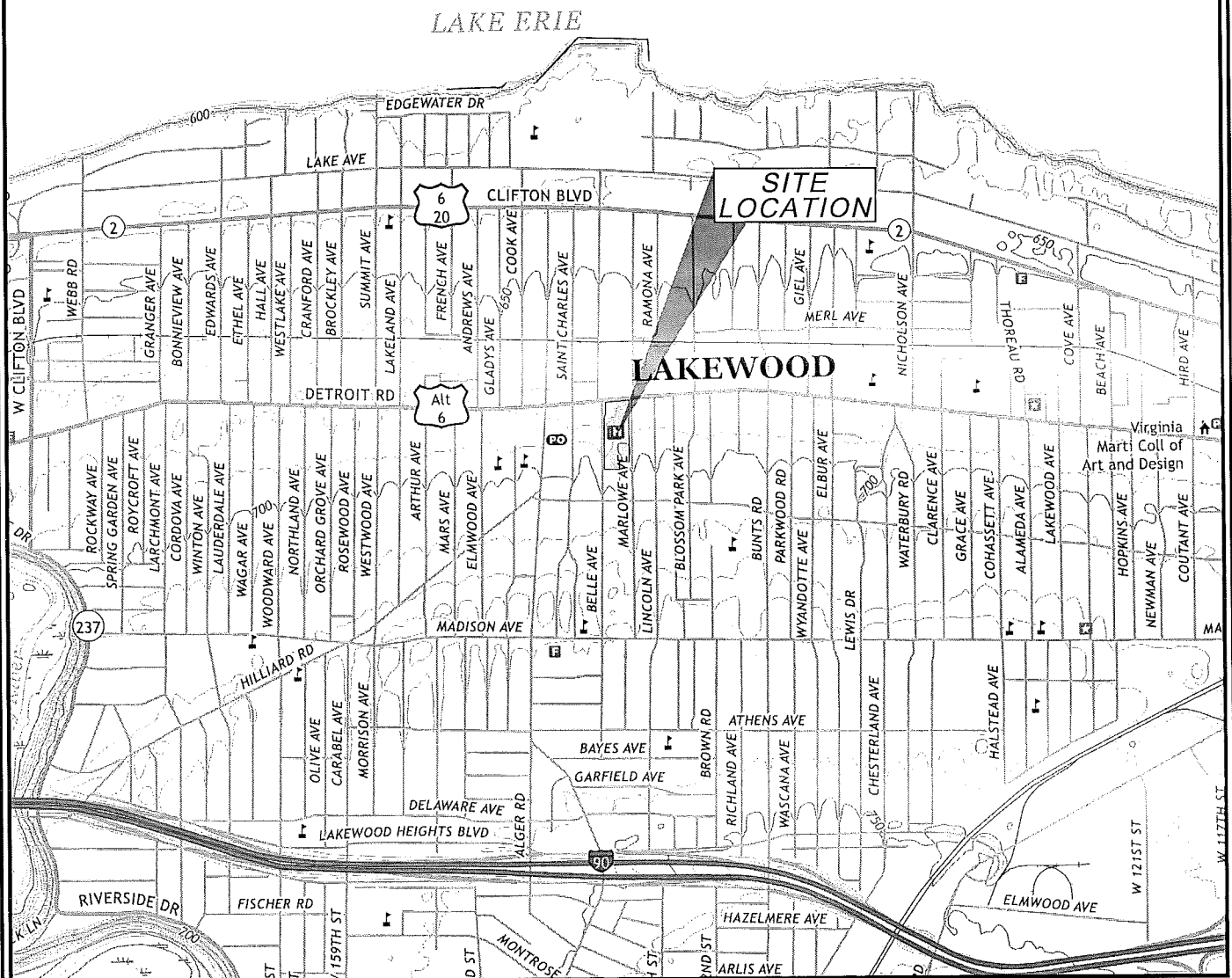
emily.patchen@epa.ohio.gov

9.0 Termination Criteria – OAC 3745-300-11(F)(1)(k)

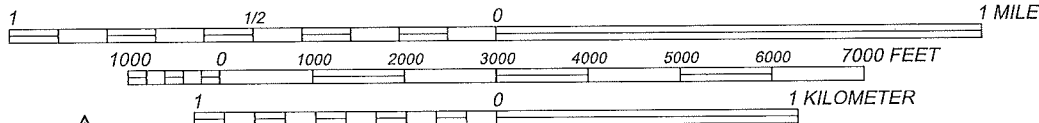
The Property owner may elect to petition the Ohio EPA to terminate this Risk-Mitigation Plan. The request must demonstrate that further implementation of the RMP is no longer necessary for the Property to maintain compliance with VAP standards applicable for construction and excavation activities.

The demonstration must be verified by a VAP certified professional and include the certified professional's affidavit that attests that the demonstration shows that the Property complies with the VAP standards for construction and excavation activities without use of risk mitigation measures as a remedial activity under OAC 3745-300-11. The request may present the current property-specific conditions that demonstrate protectiveness to future construction and excavation workers and include any other information in support of the demonstration.

FIGURES
Risk Mitigation Plan



SCALE 1:24,000



CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1988



GEOGRAPHIC COORDINATE-
LATITUDE: N. 41° 29' 02.49"
LONGITUDE: W. 81° 47' 46.83"
HORIZONTAL DATUM: NAD83



USGS 7.5 MINUTE SERIES (U.S. TOPO)
QUADRANGLE:

LAKEWOOD, OHIO 2016



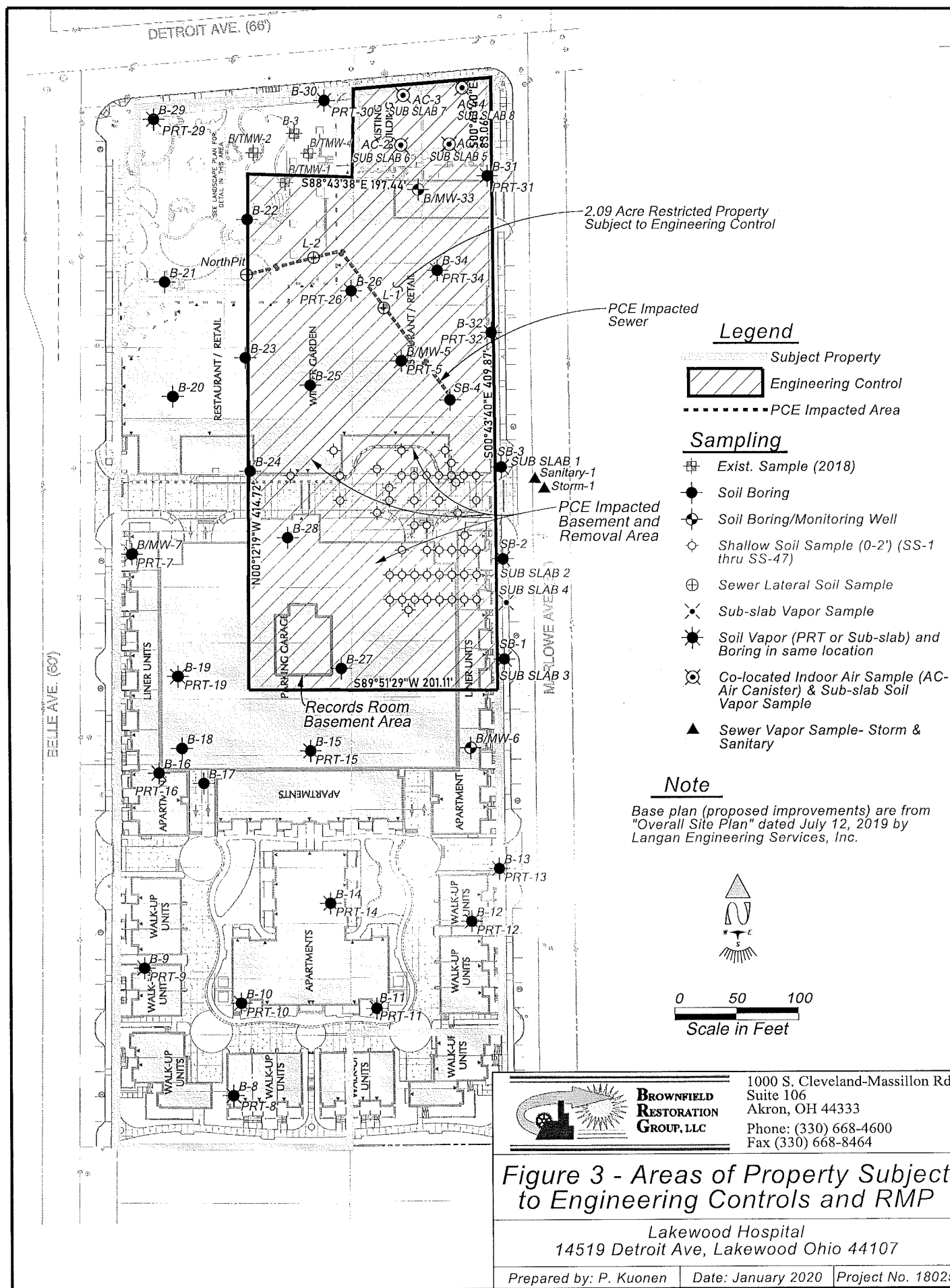
1000 S. Cleveland-Massillon Rd.
Suite 106
Akron, OH 44333
Phone: (330) 668-4600
Fax (330) 668-8464

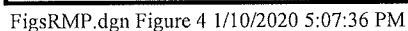
**Figure 1 - Site Location
on U.S.G.S. Topographic Map**

Lakewood Hospital
14519 Detroit Ave, Lakewood Ohio 44107

Prepared by: U.S.G.S. Date: October 2019 Project No. 18025

FigsRMP.dgn Figure 2 1/10/2020 5:06:51 PM







Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

**Re: Former Lakewood Hospital
Covenant
Correspondence
Voluntary Action Program
Cuyahoga County
218003483001**

MEMORANDUM

TO: Carol Polanski, Executive Administrator for Real Property, Tax
Equalization Division, Ohio Department of Taxation

FROM: Laurie A. Stevenson, Director, Ohio Environmental Protection Agency
Laurie A. Stevenson

SUBJECT: **Covenant Not to Sue Issued to the City of Lakewood for the Former
Lakewood Hospital Property**

Transmitted Via Email

As Director of the Ohio Environmental Protection Agency, I certify that the City of Lakewood has performed investigational and remedial activities at the property listed below and has been issued a Covenant Not to Sue under the authority of Ohio Revised Code ("ORC") 3746.12. This information is being provided in satisfaction of ORC 5709.87(B).

Property name: Former Lakewood Hospital Property

Property address: 14519 Detroit Avenue, Lakewood, Ohio 44107

Property owner: City of Lakewood

Property owner address: 12650 Detroit Avenue, Lakewood, Ohio 44107

Parcel number(s): 31407007 through 3140701431407017, 31407033 through
31407139, and 31407145

County: Cuyahoga

Taxing District: Lakewood CSD

Date Covenant Not to Sue Issued: November 30, 2021

Date remedial activities began as attested to under affidavit by the Certified Professional for the project: October 23, 2019

Attached, for your information, is a copy of the legal description of the property.

If additional information regarding the property or the voluntary action is required, I suggest you first contact Jim Smith, the Certified Professional for the property, at 330-668-4600. As an alternative, you may contact Rachael Dininger with the Ohio Environmental Protection Agency at Rachael.dininger@epa.ohio.gov.

ec: Stephanie Stultz-Wynkoop, Ohio Department of Taxation

Shawn Leininger, City of Lakewood, shawn.leininger@lakewoodoh.net

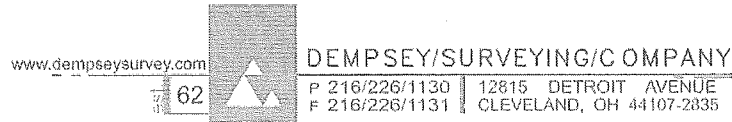
Jim Smith, Certified Professional, Brownfield Restoration Group, LLC,
JimSmith@BRGroupLLC.com)

Michael Chambers, Cuyahoga County Auditor,
mpomerantz@cuyahogacounty.us

Heather Richardson, Esq., Thompson Hine LLP,
heather.richardson@thompsonhine.com

Clint White, Legal Office, Ohio EPA
DERR-CO, VAP Files 20NFA760
Rachael Dininger, DERR-VAP

Environmental Covenant
Former Lakewood Hospital
Attachment A – Property Legal Description and Plat Exhibit



LEGAL DESCRIPTION
Former Lakewood Hospital Property

Situated in the City of Lakewood, County of Cuyahoga, and State of Ohio, and known as being part of Original Rockport Township Section No. 22, further known as being Sublot Nos. 242 and 243 in the Genck Realty Company's Lakewood Subdivision as shown by the recorded plat in Volume 35 of maps, Page 26 of Cuyahoga County Records; the Map of Survey and Replat for Lakewood Hospital as shown by the recorded plat in Volume 228 of Maps, Page 59 of Cuyahoga County Records; Parcel "A" in the Lot Consolidation for the City of Lakewood as shown by the recorded plat in Volume 310 of Maps, Page 66 of Cuyahoga County Records; and Parcel "A" in the Lot Consolidation for the City of Lakewood as shown by the recorded plat in Volume 310 of Maps, Page 67 of Cuyahoga County Records, said premises being more particularly bounded and described as follows:

BEGINNING at the intersection of the southeasterly line of Detroit Avenue, 66 feet wide, and the easterly line of Belle Avenue, of variable width;

Course No. 1: Thence North 84 degrees 52 minutes 10 seconds East along the southeasterly line of Detroit Avenue, a distance of 286.28 feet to its intersection with the westerly line of Marlowe Avenue, 60 feet wide;

Course No. 2: Thence South 00 degrees 43 minutes 37 seconds East along the westerly line of Marlowe Avenue, a distance of 767.67 feet to a southeasterly corner of Parcel "A" in the aforementioned Volume 310 of Maps, Page 67 of Cuyahoga County Records;

Course No. 3: Thence South 89 degrees 16 minutes 23 seconds West along a southerly line of said Parcel "A", a distance of 122.37 feet to an internal corner thereof;

Course No. 4: Thence South 00 degrees 08 minutes 06 seconds West along an easterly line of said Parcel "A", a distance of 91.49 feet to a southeasterly corner thereof;

Course No. 5: Thence North 90 degrees 00 minutes 00 seconds West along a southerly line of said Parcel "A", a distance of 187.29 feet to its intersection with the easterly line of the aforementioned Belle Avenue;

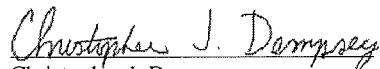
Course No. 6: Thence North 00 degrees 00 minutes 00 seconds West along the easterly line of said Belle Avenue, a distance of 641.64 feet to an angle therein;

Course No. 7: Thence North 19 degrees 03 minutes 57 seconds East along the easterly line of said Belle Avenue, a distance of 45.92 feet to an angle therein;

Course No. 8: Thence North 00 degrees 00 minutes 00 seconds West along the easterly line of said Belle Avenue, a distance of 150.01 feet to the Principal Place of Beginning and containing 5.6254 Acres (245044 Square Feet) of land, as describe from record information by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on January 8, 2020.

Bearings are based on North 00 degrees 00 minutes 00 seconds West as the westerly line of Belle Avenue, as shown in Volume 228 of Maps, Page 59 of Cuyahoga County Records.

Note: This legal description and the accompanying exhibit are to be used for environmental purposes only, and are not to be used to convey real property.


Christopher J. Dempsey
Professional Land Surveyor No. 6914

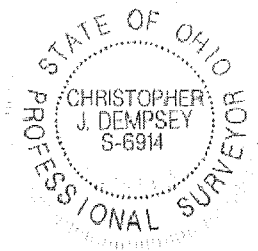
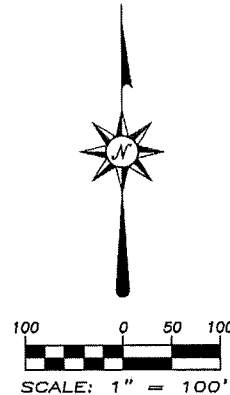
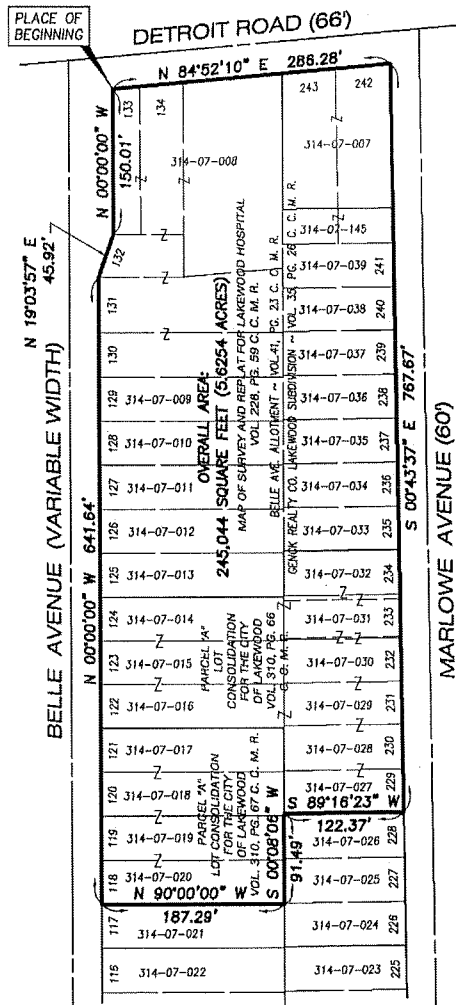


EXHIBIT OF FORMER LAKEWOOD HOSPITAL PROPERTY

SITUATED IN THE CITY OF LAKEWOOD, COUNTY OF CUYAHOGA, AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL ROCKPORT TOWNSHIP SECTION No. 22, FURTHER KNOWN AS BEING SUBLOT Nos. 242 AND 243 IN THE GENCK REALTY COMPANY'S LAKEWOOD SUBDIVISION AS SHOWN BY THE RECORDED PLAT IN VOLUME 35 OF MAPS, PAGE 28 OF CUYAHOGA COUNTY RECORDS; THE MAP OF SURVEY AND REPLAT FOR LAKEWOOD HOSPITAL AS SHOWN BY THE RECORDED PLAT IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS; PARCEL "A" IN THE LOT CONSOLIDATION FOR THE CITY OF LAKEWOOD AS SHOWN BY THE RECORDED PLAT IN VOLUME 310 OF MAPS, PAGE 66 OF CUYAHOGA COUNTY RECORDS; AND PARCEL "A" IN THE LOT CONSOLIDATION FOR THE CITY OF LAKEWOOD AS SHOWN BY THE RECORDED PLAT IN VOLUME 310 OF MAPS, PAGE 67 OF CUYAHOGA COUNTY RECORDS



NOTE: THIS EXHIBIT AND THE ACCOMPANYING LEGAL DESCRIPTION ARE TO BE USED FOR ENVIRONMENTAL PURPOSES ONLY, AND ARE NOT TO BE USED TO CONVEY REAL PROPERTY.

TITLE TO THE SUBJECT PREMISES CURRENTLY VESTED IN CITY OF LAKEWOOD, OHIO, A MUNICIPAL CORPORATION BY THE FOLLOWING INSTRUMENTS RECORDED IN CUYAHOGA COUNTY RECORDS:

- (PPN 314-07-008): VOL. 3985, PG. 177
- (PPN 314-07-009): VOL. 5186, PG. 610
- (PPN 314-07-037): VOL. 8211, PG. 152
- (PPN 314-07-038): VOL. 6497, PG. 173
- (PPN 314-07-010): VOL. 6497, PG. 642
- (PPN 314-07-036): VOL. 6498, PG. 210
- (PPN 314-07-012): VOL. 6498, PG. 212
- (PPN 314-07-011): VOL. 6498, PG. 213
- (PPN 314-07-039): VOL. 6801, PG. 148
- (PPN 314-07-035): VOL. 6802, PG. 367
- (PPN 314-07-145): VOL. 6606, PG. 88
- (PPN 14-07-033): VOL. 6808, PG. 512
- (PPN 314-07-014): VOL. 9915, PG. 162
- (PPN 314-07-013): VOL. 10157, PG. 418
- (PPN 314-07-032): VOL. 11802, PG. 765
- (PPN 14-07-031): VOL. 11850, PG. 109 (1/2 interest); VOL. 11850, PG. 111 (1/2 interest);
- (PPN 314-07-030): VOL. 11826, PG. 221
- (PPN 314-07-015): VOL. 11900, PG. 728 (1/2 interest); VOL. 11900, PG. 731 (1/2 interest);
- (PPN 314-07-029): VOL. 15613, PG. 795
- (PPN 314-07-010): VOL. 15621, PG. 83
- (PPN 314-07-020): VOL. 83-267, PG. 889
- (PPN 314-07-017): VOL. 83-292, PG. 28
- (PPN 314-07-019): VOL. 84-1170, PG. 62
- (PPN 314-07-018, 314-07-027 & 314-07-028): AFN 200101260807
- (PPN 314-07-007): AFN 201602230181
- (PPN 314-07-034): VOL. 6497, PG. 17

THIS DRAWING IS BASED ON CUYAHOGA COUNTY RECORD INFORMATION ONLY. NO FIELD SURVEY HAS BEEN PERFORMED BY DEMPSEY SURVEYING COMPANY IN ITS PREPARATION. BEARINGS ARE BASED ON NORTH 00°00'00" WEST AS THE WESTERLY LINE OF BELLE AVENUE, AS SHOWN IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS.



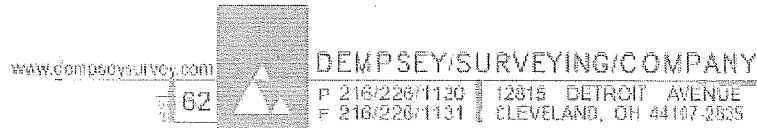
Christopher J. Dempsey
CHRISTOPHER J. DEMPSEY
PROFESSIONAL SURVEYOR NO. 6914
DATE: JANUARY 8, 2020



DEMPSEY SURVEYING COMPANY
219/226/1130 12615 DETROIT AVENUE
210/226/1131 CLEVELAND, OH 44107-2835

**Environmental Covenant
Former Lakewood Hospital**

**Attachment B – Legal Description and Plat Exhibit of the 2.09-Acre Area of
Property (which includes the Curtis Building) Subject to Engineering Controls**



**LEGAL DESCRIPTION
Portion of Former Lakewood Hospital Property subject to
Vapor Intrusion Engineering Control**

Situated in the City of Lakewood, County of Cuyahoga, and State of Ohio, and known as being part of Original Rockport Township Section No. 22, said premises being more particularly bounded and described as follows:

BEGINNING at the intersection of the southeasterly line of Detroit Avenue, 66 feet wide, and the westerly line of Marlowe Avenue, 60 feet wide;

Course No. 1: Thence South 00 degrees 43 minutes 40 seconds East along the westerly line of Marlowe Avenue, a distance of 492.93 feet to a point;

Course No. 2: Thence South 89 degrees 51 minutes 29 seconds West a distance of 201.11 feet to a point;

Course No. 3: Thence North 00 degrees 12 minutes 19 seconds West a distance of 414.72 feet to a point;


Course No. 4: Thence South 88 degrees 43 minutes 38 seconds East a distance of 83.71 feet to a point;

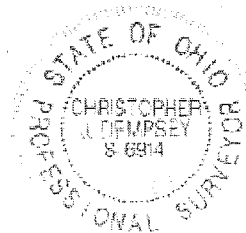
Course No. 5: Thence North 00 degrees 43 minutes 40 seconds West a distance of 70.34 feet to a point on the southeasterly line of the aforementioned Detroit Avenue;

Course No. 6: Thence North 84 degrees 52 minutes 10 seconds East along the southeasterly line of said Detroit Avenue, a distance of 114.00 feet to the Place of Beginning and containing 2.0858 Acres (90,859 Square Feet) of land, as described from record information by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on February 2, 2021.

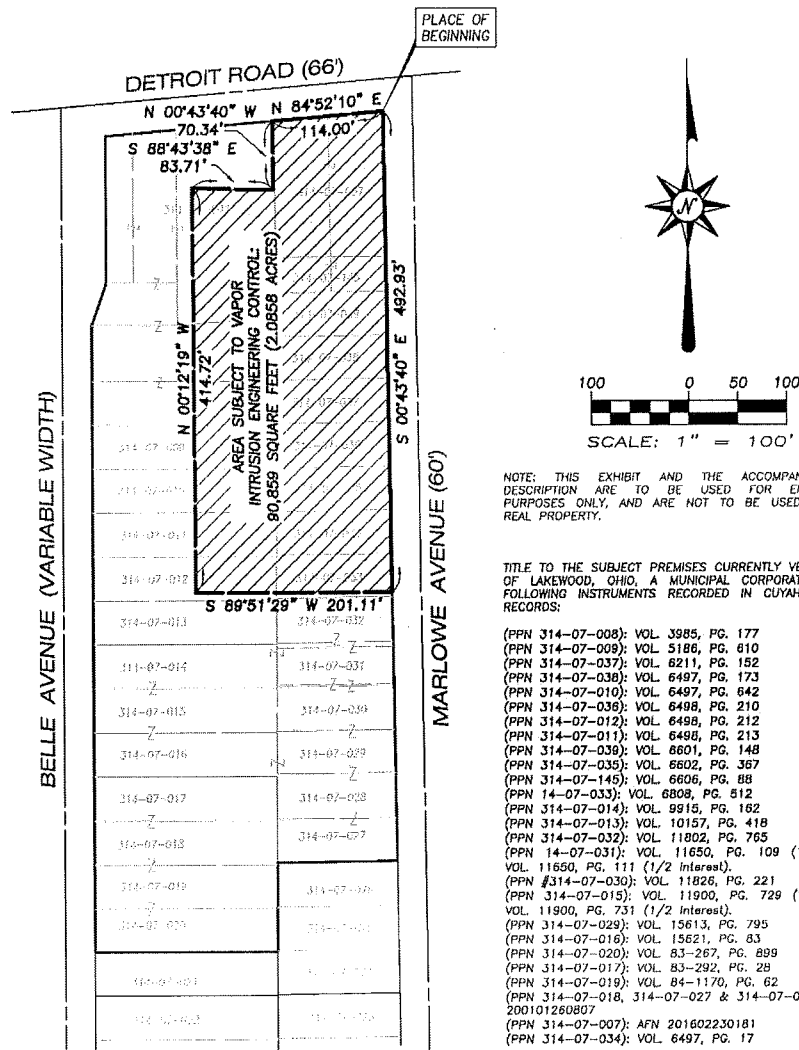
Bearings are based on North 00 degrees 00 minutes 00 seconds West as the westerly line of Belle Avenue, as shown in Volume 228 of Maps, Page 59 of Cuyahoga County Records.

Note: This legal description and the accompanying exhibit are to be used for environmental purposes only, and are not to be used to convey real property.


Christopher J. Dempsey
Professional Land Surveyor No. 6914



**EXHIBIT OF
PORTION OF FORMER LAKEWOOD HOSPITAL PROPERTY
SUBJECT TO VAPOR INTRUSION ENGINEERING CONTROL**
SITUATED IN THE CITY OF LAKEWOOD, COUNTY OF CUYAHOGA, AND STATE OF OHIO, AND
KNOWN AS BEING PART OF ORIGINAL ROCKPORT TOWNSHIP SECTION No. 22



NOTE: THIS EXHIBIT AND THE ACCOMPANYING LEGAL DESCRIPTION ARE TO BE USED FOR ENVIRONMENTAL PURPOSES ONLY, AND ARE NOT TO BE USED TO CONVEY REAL PROPERTY.

TITLE TO THE SUBJECT PREMISES CURRENTLY VESTED IN CITY OF LAKEWOOD, OHIO, A MUNICIPAL CORPORATION BY THE FOLLOWING INSTRUMENTS RECORDED IN CUYAHOGA COUNTY RECORDS:

(PPN 314-07-008): VOL 3385, PG. 177
 (PPN 314-07-009): VOL 5186, PG. 610
 (PPN 314-07-037): VOL 6211, PG. 152
 (PPN 314-07-038): VOL 6497, PG. 173
 (PPN 314-07-010): VOL 6497, PG. 642
 (PPN 314-07-036): VOL 6498, PG. 210
 (PPN 314-07-012): VOL 6498, PG. 212
 (PPN 314-07-013): VOL 6569, PG. 133
 (PPN 314-07-039): VOL 6601, PG. 148
 (PPN 314-07-035): VOL 6602, PG. 367
 (PPN 314-07-145): VOL 6606, PG. 88
 (PPN 14-07-033): VOL 6808, PG. 512
 (PPN 314-07-014): VOL 9815, PG. 182
 (PPN 314-07-013): VOL 10157, PG. 418
 (PPN 314-07-032): VOL 11802, PG. 765
 (PPN 14-07-031): VOL 11650, PG. 109 (1/2 interest);
 VOL 11650, PG. 111 (1/2 interest);
 (PPN #314-07-038) VOL 11825, PG. 221
 (PPN 314-07-015): VOL 11900, PG. 728 (1/2 interest);
 VOL 11900, PG. 731 (1/2 interest).
 (PPN 314-07-029): VOL 15613, PG. 795
 (PPN 314-07-016): VOL 15621, PG. 83
 (PPN 314-07-020): VOL 83-267, PG. 899
 (PPN 314-07-017): 83-292, PG. 28
 (PPN 314-07-019): 84-1170, PG. 62
 (PPN 314-07-018, 314-07-027 & 314-07-028): AFN
 200101260807
 (PPN 314-07-07): AFN 201602230181
 (PPN 314-07-034): VOL 6497, PG. 17

THIS DRAWING IS BASED ON CUYAHOGA COUNTY RECORD INFORMATION ONLY. NO FIELD SURVEY HAS BEEN PERFORMED BY DEMPEY SURVEYING COMPANY IN ITS PREPARATION. BEARINGS ARE BASED ON NORTH 00°00'00" WEST AS THE WESTERLY LINE OF BELLE AVENUE, AS SHOWN IN VOLUME 228 OF MAPS, PAGE 59 OF CUYAHOGA COUNTY RECORDS.

CHRISTOPHER J. DEMPSEY
PROFESSIONAL SURVEYOR NO. 6914
DATE: FEBRUARY 2, 2021

DEMPSEY/SURVEYING/COMPANY
P 216/228/1100 12815 DETROIT AVENUE
F 218/225/1100 CLEVELAND, OH 44107-2835

Notice is hereby given that on November 30, 2021 the Director of the Ohio Environmental Protection Agency ("Ohio EPA"), pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300, issued a Covenant Not To Sue/Final Findings and Orders to the City of Lakewood, the "Volunteer" for property known as the Former Lakewood Hospital Property (the "Property").

The Volunteer conducted a voluntary action of the approximately 5.62 acre-Property, which is located at 14519 Detroit Avenue, Lakewood, Cuyahoga County, Ohio. A no further action letter for the Property was submitted on June 29, 2020 to the Voluntary Action Program of the Ohio EPA Division of Environmental Response and Revitalization by Jim Smith, a Certified Professional as defined in ORC 3746.01(F) and OAC 3745-300-01(A).



Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

RE: Recording of Covenant Not to Sue and Environmental Covenant

Dear County Recorder's Office personnel:

Attached is a Voluntary Action Program (VAP) covenant not to sue (CNS) issued by the Director of the Ohio Environmental Protection Agency for the property identified in the CNS. The legal description of the property is provided in Exhibit 1. The CNS was issued pursuant to Ohio Revised Code (ORC) § 3746.12.

This CNS is presented to you for its recording in the same manner as a deed to the property, pursuant to ORC §§ 317.08 and 3746.14 (see the "Conditions and Limitations" section of CNS).

Attached also is the environmental covenant supporting the CNS (Exhibit 4). The environmental covenant must also be recorded in the same manner as a deed to the property pursuant to ORC §§ 317.08 and 3746.14 (see the CNS "Conditions and Limitations" section).

Please record the environmental covenant -- just prior to and separate from the recording of the CNS and Exhibits 1, 2 and 3 -- so that the environmental covenant appears first in the property's chain of title.

Please refer to the property owner, the City of Lakewood, and parcel numbers 31407007 through 3140701431407017, 31407033 through 31407139, and 31407145, when logging the recorded CNS in the County Recorder's Office records.

Thank you in advance for your assistance. Should you have any questions, please contact me at the Ohio EPA Legal Office at (614) 644-3037 or Clint.white@epa.ohio.gov.

Sincerely,

Clint White, Staff Attorney
Office of Legal Services